

File No. 191241

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 15, 2020

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
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- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Request for Proposals
- _____
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Completed by: Linda Wong

Date January 10, 2020

Completed by: Linda Wong

Date _____

1 [Grant Agreement Amendment - Wu Yee Children's Services - Early Care and Education
2 Integrated Services - \$75,810,088 Total Grant Amount]

3 **Resolution approving a second amendment of the grant between the City and County**
4 **of San Francisco and Wu Yee Children's Services for the provision of Early Care and**
5 **Education Integrated Services to support the City's implementation of the San**
6 **Francisco Citywide Plan For Early Care and Education, to extend the term up to two**
7 **years for a total term of July 1, 2017, to June 30, 2022, and to increase the grant amount**
8 **by \$36,251,054 resulting in a revised total grant amount of \$75,810,088 to commence**
9 **following Board approval.**

10
11 WHEREAS, The City and County of San Francisco, wishes to provide Early Care and
12 Education Integrated Services by delivering subsidy administration and resource and referral
13 services; and

14 WHEREAS, The Office of Early Care and Education, in partnership with the Human
15 Services Agency, conducted a Request for Proposals for these services in January 2017; and

16 WHEREAS, Wu Yee Children's Services submitted a responsive and responsible
17 proposal and was awarded the grant for the total amount of \$29,198,846 in February 2017 to
18 provide services for the period from July 1, 2017, through June 30, 2020; and

19 WHEREAS, An initial modification of the Wu Yee Children's Services grant in the
20 amount of \$7,440,303 resulting in a new total amount of \$39,559,034 was requested in April
21 2019; and

22 WHEREAS, The Human Services Agency Commission approved this initial
23 modification to the Wu Yee Children's Services grant at its meeting of April 25, 2019; and

24 WHEREAS, A second modification of the Wu Yee Children's Services grant, to extend
25 the grant from July 1, 2017, through June 30, 2022, in the amount of \$36,251,054 resulting in

1 a new total amount of \$75,810,088 was requested in November 2019; and

2 WHEREAS, The Human Services Agency Commission approved this second
3 modification to the Wu Yee Children's Services grant at its meeting of November 21, 2019;
4 now, therefore be it

5 RESOLVED, That the Board of Supervisors hereby approves the second modification
6 of the grant with Wu Yee Children's Services in the amount of \$36,251,054, resulting in a
7 revised total amount of \$75,810,088 for the period of July 1, 2017, to June 30, 2022; and, be it

8 FURTHER RESOLVED, That within thirty (30) days of the modification being fully
9 executed by all parties, the Human Services Agency shall provide the final grant to the Clerk
10 of the Board for inclusion into the official file.

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<p>Items 8 & 9 Files 19-1240 and 19-1241</p>	<p>Department: Human Services Agency (HSA)</p>
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EXECUTIVE SUMMARY

Legislative Objectives

- File 19-1240: The proposed resolution would approve the first modification of the grant between the City and Children’s Council of San Francisco for the provision of Early Care Education Integrated Services to support the City’s implementation of the San Francisco Citywide Plan for Early Care and Education. The modification would extend the grant term by two years for a total term from July 1, 2017 through June 30, 2022, and increase the grant amount by \$178,410,733, from \$197,641,712 to \$376,052,445.
- File 19-1241: The proposed resolution would approve the second modification to the grant agreement between the City and Wu Yee Children’s Services for the provision of Early Care Education Integrated Services to support the City’s implementation of the San Francisco Citywide Plan for Early Care and Education. The modification would extend the grant term by two years for a total term from July 1, 2017 through June 30, 2022, and increase the amount by \$36,251,054, from \$39,559,034 to \$75,810,088.

Key Points

- In June 2017 the Board of Supervisors approved two grant agreements between the Human Services Agency (HSA) and two early child care service providers: Children’s Council of San Francisco; and Wu Yee Children’s Services. The Children’s Council and Wu Yee provide subsidies to low income families with children 0 - 5 years old, stipends for child care workers, and administrative services related to provision of these funds. In FY 2019-20, approximately 5,200 families will receive childcare subsidies, averaging \$12,331 per family; and 2,176 childcare workers received wage stipends of \$3,260 each.

Fiscal Impact

- Total actual and projected grant funding from FY 2017-18 through FY 2021-22 to the Children’s Council is \$376,052,445; and to Wu Yee is \$75,810,088. Approximately 19 percent of grant funds are State and Federal funds, while the remaining 81 percent are City funds.

Recommendation

- Approve the proposed resolutions.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND**Existing grant agreements for early child care services**

In June 2017 the Board of Supervisors approved two grant agreements between the Human Services Agency (HSA) and two early child care service providers: (1) a \$204.2 million grant for Children's Council of San Francisco (File 17-0589) and (2) a \$31.2 million grant for Wu Yee Children's Services (File 17-0590). The final grant award to the Children's Council was for \$197,641,712, which is less than the amount approved by the Board of Supervisors due to last-minute negotiated changes with the provider. In June 2019 the Board of Supervisors approved a modification to the agreement with Wu Yee to increase the grant amount to \$39,559,034 (File 19-0456).

The target population for both grants is children ages 0 to 5. The agreements each had a three year term, from July 1, 2017 through June 30, 2020 and HSA has the option to extend each agreement for an additional two years through June 2022.

According to documents provided by HSA, both grantees are in conformance with City monitoring requirements for FY 2017-18 and FY 2018-19 and both grantees met their performance and contract objectives during the same period.

DETAILS OF PROPOSED LEGISLATION

File 19-1240: The proposed resolution would approve the first modification of the grant between the City and Children's Council of San Francisco for the provision of Early Care Education Integrated Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education. The modification would extend the grant term by two years for a total term from July 1, 2017 through June 30, 2022, and increase the grant amount by \$178,410,733, from \$197,641,712 to \$376,052,445.

File 19-1241: The proposed resolution would approve the second modification to the grant agreement between the City and Wu Yee Children's Services for the provision of Early Care Education Integrated Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education. The modification would extend the grant term by two years for a total term from July 1, 2017 through June 30, 2022, and increase the amount by \$36,251,054, from \$39,559,034 to \$75,810,088.

The proposed modifications were approved by the Human Services Agency Commission on November 21, 2019.

Details of Services

According to the existing grant agreements, the Children's Council and Wu Yee provide subsidies to low income families with children 0 - 5 years old, stipends for child care workers, and administrative services related to provision of these funds.

Family subsidies

The grant agreements provide child care subsidies to eligible families. According to data provided by HSA, 5,163 families received childcare subsidies in FY 2018-19 at an average subsidy of \$10,840 per family and a total cost of \$55.97 million. Approximately 5,200 families are projected to receive childcare subsidies in FY 2019-20 at an average subsidy of \$12,331 per family and a total projected cost of \$64.1 million. The number of families receiving subsidies is expected to remain 5,200 during the proposed two year extension.

Child care worker stipends

Under the existing grant agreements, the grantees began providing child care workers with stipends in FY 2019-20. In the Fall of 2019, the grantees provided 2,176 child care workers stipends of \$3,260 each, at total cost of approximately \$7.1 million. The budget for the proposed grant modifications shows \$20.9 million allocated for child care worker stipends through the proposed two year term extension, or approximately \$10.45 million per year. The number of future stipend awards and their amounts will be determined by the number of educator applicants.

Administrative services

In addition, both grantees provide administrative services related to family subsidies, including informing parents of federal, state, and local assistance with childcare reimbursements through outreach and engagement, overseeing client eligibility and enrollment, overseeing child care provider services, rate setting for subsidy payments according to state and local policies, administering and issuing provider payments, administering background clearances of license-exempt child care providers, and tracking and reporting on utilization.

FISCAL IMPACT

The proposed resolutions would amend the grant agreements to increase the grant amounts with the Children's Council by \$178,410,733 and with Wu Yee and \$36,251,054, for a total increase of \$214,661,787. The funds account for the two year extension of services and related operations at each of the grantees. Tables 1 and 2 below show actual and proposed spending for each grantee.

Table 1: Actual Spending and Proposed Budget for Children's Council Grant

	FY 2017-18 (Actual)	FY 2018-19 (Actual)	FY 2019-20 (Projected)	FY 2020-21 (Proposed)	FY 2021-22 (Proposed)	Total
Salaries & Benefits	\$3,691,785	\$4,371,533	\$4,850,519	\$4,858,010	\$4,865,727	\$22,637,573
Operating Expenses	1,263,494	1,704,132	1,495,543	1,480,543	1,484,178	7,427,890
Indirect Costs	564,186	685,398	758,304	763,102	764,407	3,535,397
Capital Expenditure	796	8,215	\$0	\$0	0	9,010
Direct Client Pass-Through ¹	47,851,446	51,508,595	75,473,294	76,351,516	71,624,092	322,808,943
Subtotal	53,371,706	58,277,873	82,577,660	83,453,171	78,738,404	356,418,814
Contingency ^a	0	0	3,414,473	8,345,317	7,873,840	19,633,631
Total Uses	\$53,371,706	\$58,277,873	\$85,992,133	\$91,798,488	\$86,612,244	\$376,052,445

Source: Human Services Agency

^a Approximately 10% in FY 2020-21 and FY 2021-22**Table 2: Actual Spending and Proposed Budget for Wu Yee Grant**

	FY 2017-18 (Actual)	FY 2018-19 (Actual)	FY 2019-20 (Projected)	FY 2020-21 (Proposed)	FY 2021-22 (Proposed)	Total
Salaries & Benefits	\$993,264	\$1,205,643	\$1,445,906	\$1,458,882	\$1,472,247	\$6,575,943
Operating Expenses	321,031	224,901	223,020	225,155	227,355	1,221,462
Indirect Costs	200,468	214,906	250,339	252,606	254,940	1,173,259
Capital Expenditure	12,410	0	0	0	0	12,410
Direct Client Pass-Through	9,625,454	11,085,079	13,544,420	14,221,641	14,932,723	63,409,317
Subtotal	11,152,627	12,730,529	15,463,685	16,158,284	16,887,265	72,392,391
Contingency ^a	0	0	113,142	1,615,828	1,688,727	3,417,697
Total Uses	\$11,152,627	\$12,730,529	\$15,576,827	\$17,774,112	\$18,575,992	\$75,810,088

Source: Human Services Agency

^a Approximately 10% in FY 2020-21 and FY 2021-22

Over the five-year terms of the grant agreements, approximately 91 percent of the budgeted funds are a direct client pass-through. Between FY 2018-19 and FY 2019-20, direct client pass-through costs increased by \$24 million at the Children's Council and by \$2.5 million at Wu Yee, or a total of \$26.4 million. As shown in the tables above, this higher level of spending is budgeted in the proposed two year extension. According to data provided by HSA, the higher level of direct client pass through spending is attributable to higher amounts of subsidies for families and the introduction of the child care worker stipend program.

The sources for the two grants are shown in Table 3 below.

¹ Direct client pass through consists of child care subsidies and early educator child care stipends

Table 3: Funding Sources for Children's Council and Wu Yee Grants

	Children's Council	Wu Yee	Total
Federal Sources	\$24,757,604	\$818,638	\$25,576,242
State Funding	55,130,008	20,149	55,150,157
Subtotal Federal & State	\$79,887,612	\$838,787	\$80,726,399
General Funds	118,303,084	33,015,604	151,318,688
DCYF Funding	158,228,116	38,538,001	196,766,117
Subtotal City Funds	\$276,531,200	\$71,553,605	\$348,084,805
Subtotal All Funds	356,418,812	72,392,392	428,811,204
Contingency	19,633,633	3,417,696	23,051,329
Total	\$376,052,445	\$75,810,088	\$451,862,533

Source: Human Services Agency

Approximately \$80,726,399 or 19 percent are State and Federal funds, while the remaining \$348,084,805 or 81 percent are City funds. The budgeted contingency of \$23,051,329 is City General Fund.

RECOMMENDATION

Approve the proposed resolutions.

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

WU YEE CHILDREN'S SERVICES

This AMENDMENT of the, July 1, 2017 Grant Agreement (the "Agreement") is dated as of January 1, 2020 and is made in the City and County of San Francisco, State of California, by and between WU YEE CHILDREN'S SERVICES, 827 BROADWAY ST., SAN FRANCISCO, CA 94114 ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Human Services Agency ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through RFP 744, issued January 12, 2017 and this modification is consistent therewith; and

WHEREAS, the City's Human Services Commission approved this Amendment on November 21, 2019;

WHEREAS, the City's Board of Supervisors approved this Amendment by [INSERT RESOLUTION NUMBER] on [INSERT DATE OF COMMISSION OR BOARD ACTION];

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses and,

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

1. Definitions. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2017** between Grantee and City.

First amendment, dated July 1, 2019.

b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

(a) Article 3.2. Duration of Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2020**.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2022**.

(b) Article 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

“The amount of the Grant Funds disbursed hereunder shall not exceed Thirty-Eight Million, Two Hundred Fifteen Thousand, Four Hundred Twenty-Three Dollars (\$38,215,423) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.”

Contingent amount: Up to One Million, Three Hundred Forty-Three Thousand, Six Hundred Eleven Dollars (\$1,343,611) for the period from July 1, 2019 to June 30, 2020, may be available, in the City’s sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Thirty-Nine Million, Five Hundred Fifty-Nine Thousand, Thirty-Four Dollars (\$39,559,034)** for the period from **July 1, 2017 to June 30, 2020**.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.”

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Seventy-Two Million, Three Hundred Ninety-Two Thousand, Three Hundred Ninety-One Dollars (\$72,392,391)** for the period from **July 1, 2017 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Three Million, Four Hundred Seventeen Thousand, Six Hundred Ninety-Seven Dollars (\$3,417,697) for the period from **July 1, 2021 to June 30, 2022 (Y5), may be available, in the City’s sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Seventy-Five Million, Eight Hundred Ten Thousand, Eighty-Eight Dollars (\$75,810,088)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5).**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as **Appendix B-1**, and is not available to Grantee without a revision to the Program Budgets of **Appendix B-1** specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (c) **Appendix A.** Appendix A, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-1 attached to this Modification Agreement, which displays the amended services to be provided under this Modification Agreement.

- (d) **Appendix B.** Appendix B, Calculation of Charges of the Aforesaid Agreement displays the original total amount of **\$38,215,423**.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, which displays the budget as herein modified to **\$72,392,391**.

- (e) **Article 7.4 Withholding.** Article 7.4 is hereby added to the agreement and reads as follows:

7.4 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

- (f) **Article 16.17 Sugar-Sweetened Beverage Prohibition.** Section 16.17 of the Grant Agreement is hereby amended in its entirety to read as follows:

16.17 Distribution of Beverages and Water.

(a) **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

(b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

- (g) **Article 16.22 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data.** Article 16.22 is hereby added to the agreement and reads as follows:

16.22 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department annually. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and

Reporting Identity Data,” reissued on September 2, 2014, and “Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients’ sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

- (h) **17.6 Entire agreement** section 17.6 is hereby replaced in its entirety to read as follows:

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A-1, Services to be Provided
Appendix B-1, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Federal Award Information
Appendix G, Federal Requirements for Subrecipients
Appendix H, Additional Federal Requirements

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

CITY
HUMAN SERVICES AGENCY

GRANTEE:
WU YEE CHILDREN'S SERVICES

By: _____
Trent Rhorer
Executive Director
Human Services Agency

Date

By: _____
Date

Monica Walters
Chief Executive Officer
827 Broadway Street
San Francisco, CA 94133
Phone: (415) 230-7500

Federal Tax ID #: 94-2387002
City Vendor Number: 0000008025
DUNS #: 165384835

Approved as to Form:

David K. Ries
City Attorney

By: _____
Deputy City Attorney

Appendix A-1: Scope of Services to be Provided
Wu Yee Children's Services
Early Care and Education (ECE) Integrated Services
July 1, 2017 to June 30, 2022

I. Purpose of Grant

The purpose of this grant is to provide Early Care and Education Integrated Services. The Grantee is central to the implementation of the OECE Citywide Plan for Early Care and Education (ECE), through the effective leveraging of state and federal child care subsidy opportunities for families as well as supporting the Early Learning Scholarship (ELS) goals of continuity of care and choice in high quality care options for families.

The ECE Integrated Services Grantee will manage:

- Oversight of the local Early Learning Scholarship child care subsidy and eligibility system that includes:
 - Client eligibility and need determination, according to program type
 - Subsidy enrollment
 - Child care provider services, including orientation to voucher reporting
 - Rate setting for subsidy payments according to state and/or local policies
 - Administration and issuance of provider payments
 - State noticing/informing requirements and due process rights for applicants and enrolled families
 - Coordination and leveraging of the citywide subsidy system to ensure state and federal dollars are used before city/county funding whenever possible
- Tracking and reporting to assist with citywide planning related to utilization.
- Outreach and support to families through comprehensive ECE Resource and Referral services.

The overall program goals are to:

- Improve our system to seamlessly connect families to quality choices in a timely way;
- Broker assistance to pay for services when needed;
- Ensure providers are paid an enhanced local rate to support quality programming, while leveraging federal and state funding whenever possible; and
- Promote continuous participation in quality programs for children among target populations.

II. Definitions

0-5 Continuity	Target Population families who lose subsidy eligibility for state funding may continue in care until their child reaches kindergarten with annual eligibility redeterminations for state/federal funding
AP	Alternative Payment state contracted child care vouchers; AP Agencies are those public or private non-profit agencies contracting with California Department of Education to administer child care voucher programs
CalWORKs	California Work Opportunity and Responsibility to Kids, welfare-to-work program for families receiving Temporary Aid to Needy Families (TANF) cash aid.
CAPP	California Alternative Payment Program
CDE	California Department of Education
CDSS	California Department of Social Services
Comprehensive Fiscal Analysis (CFA)	The Comprehensive Fiscal Analysis was conducted by a national team of experts, providing an inventory of federal, state, and local investments. It proposes, approaches, and models for restructuring San Francisco's local early care and education investments. The CFA proposals and analysis is fundamental to the ELS redesign for the city. http://sfoece.org/wp-content/uploads/2016/04/CFA-Report.pdf
CPAC	Childcare Planning and Advisory Council
DHS	San Francisco Department of Human Services, a division of HSA
ELS	San Francisco Early Learning Scholarships, which are local funds: 1) fully funded to the QRIS Tier 3 Cost; or 2) are an enhancement to a state or federally subsidized child, to reimburse at QRIS Tier 3. OECE may determine, over time, changes in costs or tiers for ELS reimbursement.
Early Learning SF (ELSF)	Early Learning SF (ELSF) is a centralized eligibility and waiting list designed to assist families in connecting with quality early care and education options. Through real-time vacancy information and program and family profiles, the waitlist

	matches family needs/preferences with available subsidized ECE program options.
ELS–Bridge	Early Learning Scholarship (ELS) Bridge provides continuity of care for families who have lost eligibility in local and/or state subsidy programs. All low-income families receive continuity through the program year, while target population families may receive continuity until the child reaches kindergarten.
ELS-City (Voucher/Reserved)	Early Learning Scholarships for which the city is paying the full tuition to the Tier 3 cost of quality.
ELS-Gap	Early Learning Scholarship (ELS) GAP provides local funding to cover the “gap,” when one exists, between the maximum state subsidy reimbursement rate (i.e., Regional Market Rate or Standard Reimbursement) and the local QRIS Tier 3
ELS-PFA	San Francisco’s Preschool for All program offering universal free part-day preschool for four-year olds enrolled in PFA programs
HSA	San Francisco Human Services Agency
Low-Income	Families under 85% of the State Median Income as determined by the California Department Education
OECE	Office of Early Care and Education
P500	Project 500 is a San Francisco mayoral initiative that seeks to prevent the transfer of poverty from one generation to the next by providing meaningful pathways up and out of poverty, and by building an integrated and comprehensive system of care
Program Year Continuity	Low-income families who lose state subsidy eligibility may continue in care until the end of the program year, typically prior to fall through an ELS Bridge payment
QRIS	Quality Rating and Improvement System established by the State of California and adopted by San Francisco as a standard of quality. CA-QRIS Rating Matrix
QRIS State Quality Block Grant	CDE funded state stipends for quality in Title 5 contracted settings. Also the basis for a local program for non-state contractors participating in the quality system.

Reasonable Notice	Any state regulatory requirements (e.g., 14 calendar day Notice of Action for CalWORKs families) shall supersede all local contract requirements. Additional notice shall be provided when information is available. In City Child Care reasonable notice shall be 30 days. When Family & Children’s subsidies are vouchered, reasonable notice shall be 30 days and will include notice to the child’s Protective Services Worker in FCS.
Resource and Referral	Assisting parents in finding child care that best meets their family needs through the provision of robust, up-to-date information regarding licensed providers
San Francisco Citywide Plan for Early Care and Education	The San Francisco Board of Supervisor’s approved Early Care and Education plan to align early education goals, frameworks, funding, and outcomes targeting children birth through age five

III. Target Population

The San Francisco child care system serves the needs of 0-5 year olds with a focus on low-income families. Target Population families include: low-income African American children, low-income Latino children, low-income English Language Learners, families who are homeless, children at-risk of abuse and/or neglect or involved with child welfare, and children with special needs or disabilities.

Specific eligibility requirements for state funded programs are defined by their respective funding agencies (e.g., The California Department of Social Services funds CalWORKs Stage 1 which serves low-income CalWORKs eligible families while the California Department of Education funds CAPP which serves low-income families and CalWORKs Stages 2 and 3 which serves former CalWORKs aided families). Certain subsidy programs may also serve children 0 through 12 years of age. Early Learning Scholarship enhanced reimbursement rates are offered to qualified providers who achieve Tier 3 on the QRIS, subject to fund availability.

IV. Communications and Messaging

Grantee will work closely with OECE to ensure messaging alignment with respect to Grantee’s communications with ECE programs, community and government agencies, stakeholders, parents, and other members of the public.

V. Description of Services

Grantee will provide the following Early Care and Education Subsidy Administration services:

- **Case Management:** Grantee will work across its internal departments to provide integrated case management services for target population and other subsidy eligible families to help them achieve their goals.
- **Fiscal Leveraging:** Grantee will balance family choice and fiscal leveraging. Grantee will counsel families on all applicable subsidized care options, emphasizing the importance of quality and at certification/recertification meetings, Grantee will screen families for state/federal subsidies to maximize the use of those funds to support families, whenever possible.
- **Continuity of Care** is a key component of the Office of Early Care & Education's design of programs and policies that support families' and children's consistent engagement in quality early learning experiences. If a family loses a state or federal subsidy, Grantee will work with OECE and its other Integrated Services Grantee to ensure the child is considered for an ELS-Bridge subsidy. Families will be served by the same Subsidy Specialist to ensure seamless services. Grantee will assist in tracking the reasons families lose subsidy eligibility, with increased attention on those who fall out of eligibility at recertification.
- **Streamlining Services:** Grantee will continue to streamline all aspects of subsidy system administration and service delivery, with a focus on improving the experience for families and child care providers.

Need and eligibility

The process of determining need and eligibility in the ELS program will be mainly carried out by the Integrated Services Agencies' Family Specialists and/or Homeless Case Management Contractor (currently Compass Family Services). The Wu Yee Family Specialist position will share professional characteristics and core training with the Specialists in the Wu Yee R&R program in order to ensure a seamless approach across the elements. The Family Specialists will work directly with families to evaluate their eligibility for services. This process begins with an intake interview and needs assessment, using the same Initial Family Engagement approach included in R&R, Head Start and the FRC. The Initial Family Engagement tool will be adopted and added on to for the needs of ELS eligibility determination and administration, with an eye to maintaining the principles of the Head Start Parent, Family and Community Engagement Framework in the family approach.

The intake interview and assessment will focus on determining if families are eligible for ELS and are in the current target population. The intake process, whether enrolling new families or during re-certification, will also be used as a point to ensure leveraging of federal and state funding sources. To ensure the maximization of state and federal funds, Family Specialists will determine family eligibility using CalWIN Light and other data systems to support the family in applying for such programs. These federal or state programs will include CalWORKs, Head Start/Early Head Start and Title 5. Specialists will continue to support families through the application process, ensuring continuity of care.

In addition, family eligibility will be re-determined by the Specialists according to OECE's programmatic standards. Through work with the CalWORKs subsidy administrator (currently Children's Council of San Francisco) which uses the CC3 database, Wu Yee will work collaboratively to on an appropriate database interface for the transfer families across programs, addressing need and eligibility.

The Family Specialist will counsel and assist families in locating child care services, provide appropriate and timely support services to families and offer education on community resources. As part of this counseling and support to the target population families, the Specialist will ensure that families are supported in selecting a qualified provider, whether center-based or family child care, per the OECE provider qualification process. The Specialists will be focused on working with and enrolling families from the new San Francisco waitlist.

Engage with families and providers

The Family Specialists work individually with families to assist them in making child care arrangements, including supporting them when needed to remain in continuous care from birth to five years of age. In order to ensure quality child care counseling services provided to families, Family Specialists will continue to participate in extensive cross-training to enhance their knowledge of the Family Child Care Quality Network and the quality frame driving the ELS. Specialists will educate parents with consumer information regarding the criteria required of providers to become part of such programs. Family Specialists maintain a caseload of families who are accessing ELS, therefore families have a consistent, reliable relationship to support their child care needs. Additionally, through this relationship, Family Specialists will engage in other support activities to encourage parent-child relationship and engagement with early care and education programming. An example of such activities will be through regular emails sent to families (weekly or semi-monthly) with opportunities available in their community such as playgroups, workshops, parent or community events and articles on child development. These opportunities will support parent education and knowledge of child development, as well as increase parent knowledge and utilization of resources in their community. To ensure ongoing and open communication as part of family engagement and continual program improvement, Wu Yee will create informal and formal opportunities for feedback including a survey form for families to complete, possibly semiannually. This tool will support tracking of the family status, variables such as improvement of family life quality and family activities involving ECE; resources families need in other systems (housing, food, workforce and educational resources) and parental feedback on the program.

The ELS Specialists will use a parallel approach to engaging with providers, in order to facilitate a relationship-based approach that has long term benefits to the providers and the ELS system. Wu Yee will work with OECE to maintain accurate information on providers who are authorized as qualified ELS providers, as a result of the NOFA selection process. Provider engagement will also involve building the capacity of providers to use the Cocoa system and why utilizing the database is beneficial. In

particular, with the ELS program new to all involved, training and support for providers should include supporting them in understanding the policies and procedures associated with this local subsidy approach. Provider requirements will be supported by utilizing the database, freeing up providers to focus more on quality of services. For instance, providers will be able to implement electronic sign in/out methods through Cocoa, which supports adhering to enrollment tracking and payment verification. Provider training will involve necessary supports for integrating these electronic functions in to their program operations. In order to support the administration of ELS funding to families who are homeless and with children with special needs, Wu Yee will need to apply community collaboration skills to partnering with the organizations that carry the contracts to deliver case management and the care to this population. These families receive wrap around supports tailored to their individual situation and their primary relationship is with the staff at these contractors, including Compass and Support for Families. Wu Yee's established partnership with these agencies to fully support families will be used to enhance ELS. For efficiencies in the administration of funding to support their child care, Wu Yee will partner with these providers in the same manner as all providers. Important information about services, enrollment and tracking, as well as the funding needs will come from partners with the homeless case management partners.

In partnership with OECE, Wu Yee will ensure that all providers and families who are receiving local subsidies are aware they are supported by City funds, from OECE, administered by Wu Yee. The branding of materials with the OECE logo is an important step in supporting this understanding. Wu Yee plans to include the OECE logo on checks, receipts, envelopes, family notifications and child care certificates. Wu Yee will create and disseminate information sheets offering detail on the ELS program, with input and final approval by OECE. The language used on these information sheets will be implemented across all family and provider information vehicles, such as websites, apps, training materials and organizational brochures and forms.

Enrollments and payments

Specialists, in partnership with ELS supervisor and manager, are responsible for ensuring data on enrollments is complete and used in tracking and projecting of ELS utilization. Accurate enrollment information is important to the processing of provider payments as well as understanding the utilization needs of the ELS funding stream. Wu Yee will apply current enrollment tracking and projection methods to the full administration of ELS funding; these methods, including understanding family needs, communicating frequently with families and providers regarding needs, openings and eligibility, have resulted in consistently high utilization rates. Projections build on processing enrollment information and comparing it with monthly attendance data. Providers will be paid based on enrollments but attendance information is important to understanding the actual utilization of program slots and how this compares to enrollment projections. Family Specialists will continue to work with families and providers to ensure enrollment is utilizing at least 97% of ELS voucher funding.

All ELS staff at Wu Yee will be involved in providing customer service to providers related to eligibility and payments. Regarding payments, staff will be responsible for the

calculation of payments, transparency in the calculation process and ELS policies, and administration of the funding through checks to providers.

In February 2016, Wu Yee launched the Care Portal, an online repository available through the subsidy database, automating access to and the return of completed attendance sheets, payment calculation, as well as explanations of payments, articulating the source of monthly funding that is proprietary to the agency. In Wu Yee's current subsidy administration, the tracking and check cutting system has been built to delineate each type and source of funding, both within the actual database and on the provider's payment check.

Other Services

- a. As instructed by OECE, Grantee will execute, amend, and terminate Early Learning Scholarship funding agreements.
- b. Ensure there are signed confidentiality agreements for all of its staff and members of collaborating agencies' staff that have access to sensitive and protected information of families.
- c. In the event of a declared emergency, staff may be engaged as part of the city's response to the disaster/declared emergency. Grantee agrees to ensure staff receive city Emergency Response training, to be planned and delivered in coordination with the HSA Emergency Response Coordinator.
- d. Monitor child care subsidy eligibility, authorization, and utilization as prescribed by CDE policies and procedures. Monitor compliance internally utilizing state procedures for compliance monitoring in order to maintain grant performance within state error rate level.

Child Care Resource and Referral

Wu Yee is a California Department of Education funded Resource and Referral program in San Francisco. With funding from the Office of Early Care and Education (OECE) Wu Yee will develop in partnership with OECE and the other citywide Child Care Resource and Referral Agency, Children's Council of San Francisco, coordinated strategies to deliver R&R services through an integrated citywide system that is responsive to providers and families pertaining to the integrated services grant. OECE recognizes Wu Yee's unique organizational culture, agency vision and strategic plan when delivering on this partnership. Wu Yee's R&R service delivery will include consumer education, quality and training, family and provider advocacy, and improved access to child care. By implementing the agency wide family engagement approach, comprehensive family assessment can take place. Therefore, a family that initially reaches out to inquire about child care is walked through a series of sensitive and culturally appropriate questions to identify what other supports they can benefit from, and for what other assistance programs they qualify. Providers also turn to Wu Yee when needing support around child care specific issues, support in addressing needs and gaps, and problem-solving in a team approach to ensure children are receiving the best care possible.

The level of comprehensive services and follow-up families receive is based on the complexity of needs that are initially identified in the family assessment process. Children in the target populations are provided with even more comprehensive counseling and enhanced referral services, and are followed for a specific time period in order to ensure that the coordinated resources and services they are provided with are meeting all identified needs.

Family engagement occurs through various channels, including direct outreach, marketing strategies, and community-wide events. Effective outreach consists of broader community events that are accessible to both participants and community members. Various sites across the city will be used as locations for events intentionally geared toward the target population, including health and family resource fairs for specific target populations. Wu Yee currently offers office hours at agencies serving high need families. This model of community centered hubs will continue to enhance targeted outreach into high need zip codes.

Intake and referral

All families accessing support from Wu Yee complete an initial needs assessment intake that staff use to identify appropriate programs and services to link families with all available resources, including child care, housing, employment assistance, and public benefits. Intake staff engage in a relationship-based discussion with families. This discussion identifies goals, strengths, and needs; all this information is then used to move a family to where their long-term service relationship will be. This discussion also allows staff to determine if families are eligible for multiple early learning programs such as EHS/HS, home visiting, or state funded programs. This system also allows for an expedited process, where families receive the most appropriate resources in the most efficient manner.

Wu Yee will use a relationship-based approach when working with providers who are also in need of information and support. Provider inquiries are tracked just as families are to ensure efficacy and appropriateness of support and information provided. Wu Yee also recognizes capacity building among front-line professionals outside of its own organization is imperative to improve the quality of intake and referral in the community. Therefore, partnering with the other R& R to deliver co-location services housed at the County HSA building will be implemented to best support families in receiving appropriate services, by increasing the capacity of County employees to best process clients through training opportunities and technical assistance. In addition, through the community hub model, Wu Yee will have R&R services physically available in different locations throughout the city supporting the level of quality that families receive when it comes to intake and referral. Wu Yee will strive to build the capacity of numerous community professionals to function like its own R&R staff through professional training and capacity building opportunities for providers and service partners, including EHS/HS staff, Title 5 providers, and possibly WIC staff.

Early Learning SF (ELSF) Grantee will support families' application to and use of Early Learning SF to secure subsidized child care.

- **Grantee will assist families in developing a profile and articulating preferences for care. Grantee will monitor activity within the system, and as families are matched with possible programs, follow-up with families via email, text or phone calls, as appropriate, to support family exploration of options and progress toward enrollment in subsidized child care.**
- **New target population families assigned to the Grantee will have their ELSF application reviewed and be contacted for any additional information needed in accordance with ELSF Implementation Guidelines.**
- **When a target population family is first matched through ELSF, the R&R will conduct one follow-up to check in on referral and enrollment process in accordance with the ELSF Implementation Guidelines.**
- **Grantee will support data integrity by, for example, updating family applications, inactivating applications, and merging duplicates. All family applications assigned to Grantee will be updated at least quarterly. Grantee will also update individual family profiles outside of scheduled process as staff become aware of new information.**
- **Grantee will work collaboratively with the other R&R agency and OECE to resolve R&R data compatibility or quality issues. The grantee agrees to identify a uniform, mutually agreed upon definition and citywide approach to collecting vacancy data for providers who receive ELS funding. With resources to fund the technology-related costs for this uniform approach, the grantee agrees to implement the mutually agreed upon approach with flexibility for each R&R to maintain their unique culture that is responsive to providers and families.**
- **Until R&R data sharing between the two R&Rs is achieved, Grantee will run a weekly vacancy report in ELSF that identifies vacancies reported and enter that information as appropriate into NDS R&R database.**

Consumer Education

One of the main components of R&R is strong consumer education. Wu Yee will move towards a consumer engagement model which aligns with federal goals in providing families required information on child care services, health and safety, assistance programs, developmental screenings, and quality ratings for providers. This is achieved through a two-way, mutually-respectful process that consists of outreach and awareness, consumer education, co-learning, and sharing of information.

The first step in consumer engagement is to partner with families in learning about child care options and quality factors. Wu Yee staff initiates this process by identifying existing resource and support systems, providing consultation on local early care and education programs, informing parents of subsidized care, assisting families with creating family profiles on the new San Francisco subsidy waitlist, and providing other resources and financial supports. Once referrals for child care are generated, staff will include the names of caregivers and contact information, and quality indicators for

accreditation, group size, staff to child ratio, health and safety, and family involvement. Wu Yee will work with OECE and Children's Council of San Francisco to identify a uniform, mutually agreed upon definition and citywide approach to collecting "real-time" vacancy data. OECE will resource the technology-related costs for this standard uniform approach while allowing both R&R's to maintain their identity as individual service organizations and as state contractors. The focus of the effort will be on a shared R&R system across the two R&R organizations, with agreed upon provider data and data fields shared into a cloud based system for all licensed providers in San Francisco. Wu Yee will obtain consent from providers to share their data with the other R&R and with OECE. Each agency retains all privacy rights related to data and data fields unique to their agency outside the Integrated Services scope of work. Wu Yee clearly states to families that these are only referrals, and not recommendations. Families have access to information regarding procedures for licensing/ monitoring childcare providers and background checks. Wu Yee also makes provider-specific information, including the results of monitoring reports, available to families both in print and electronically.

Wu Yee recognizes that different modalities need to be in place for families to access accurate and up-to-date child care information. Families can access resource and referral information either in-person, on line, or by phone. Wu Yee also houses a database, where providers can provide contact information on their center, current rates, current vacancies, and other pertinent information. An additional aspect of consumer engagement also includes supporting parents in determining eligibility for child care payment assistance, scholarships, and subsidies.

Materials and services used for consumer engagement must be culturally and linguistically appropriate. Materials will be translated into Chinese and Spanish. In addition, Resource and Referral Specialists communicate and engage with parents in their first language, and workshops are also conducted in parents' home language to ensure true understanding of the information shared.

Provider training

Outside of the Integrated Services grant and scope of work, Wu Yee also offers various quality improvement programs to support child care providers, and help those who seek to become providers, in addition to supporting programs to reach Tier 3 in their quality rating. Wu Yee implements the Child Care Provider Training program which offers professional and business development support for family child care providers in San Francisco. This program provides training, technical assistance, one-on-one coaching, consultation, and financial support. These resources are offered across the spectrum of provider needs, including those participants who are seeking to start a new program, providers that are looking to expand current programs, and for programs that seek ongoing quality improvement. Support offered also includes assisting participants in applying for initial licensure to operate a family child care business, and supporting current providers operating a licensed facility with retaining or expanding their businesses and applying for subsidy.

The community hub approach that will be implemented as part of Wu Yee's integrated services allows for a coordination of services in terms of training and technical assistance. Based on the federal goals outlined, providers should have access to trainings that prepare child care staff to work with different age groups, English learners, and children with disabilities. In addition, child care providers will have access to technical assistance to best support quality improvements. This includes a professional development plan, created in partnership with provider support staff. To the extent possible professional development is customized based on multiple sources of evaluative data and conducted in small group cohorts with initialized follow up from content coaches and consultants for fidelity of practice.

Collaboration

- **Coordinate with the other local R&R to deliver counseling and child care R&R services, pre-screen non-CalWORKs clients for alternative child care subsidies and distribute diapers as part of the San Francisco Diaper Bank program at the child care kiosk located at the HSA office at 170 Otis.**
- **Grantee will create and deliver quarterly and ad hoc reports about the populations accessing services.**

VI. Location and Time of Services

Grantee shall operate at 827 Broadway Street, San Francisco, California 94133, and other hub locations to be determined with OECE.

VII. Service Objectives

On an annual basis, Contractor will meet the following service objectives:

Subsidy Administration Early Learning Scholarships SERVICE OBJECTIVES:

- 1. ELS City (Voucher and Reserved): Provide case management services to the families of a monthly average of 560 children served in fiscal year 18-19 and a monthly average of 640 children served in fiscal year 19-20. (Average July thru June). *This number may need to be adjusted over the grant period.***
- 2. Fiscal leveraging: Screen 100% of all families for State subsidy eligibility prior to enrollment in any ELS-City subsidy and at a minimum annually thereafter.**
- 3. Subsidy Administration Reporting: Provide accurate monthly projections and revenue reports based on the program budget allocations.**

Resource and Referral SERVICE OBJECTIVES:

- 1. Provide comprehensive counseling and referral services to 1,500 low income families in multiple languages in person, over the phone, and via email, during operating hours of at least 9am-5pm during the week.**
- 2. Outreach to a minimum of 2,000 target population families annually.**
- 3. Provide a minimum of 7 CPR/First Aid Trainings targeting licensed providers qualified through the ELS NOFAs. Coordinate with the other local R&R in terms of scheduling and languages offered. Enter all**

trainings for programs (regardless of funding source) and their attendees' participation into the California ECE Workforce Registry per the protocol supplied by OECE.

VIII. Outcome Objectives

On an annual basis, Contractor will meet the following service objectives:

Subsidy Administration Early Learning Scholarships OUTCOME OBJECTIVES:

1. In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 85% of served families who respond to the survey will rate the Grantee at least a three on a five-point scale regarding whether the Grantee was helpful in assisting with their child care needs.
2. In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 85% of child care providers will rate Grantee as at least a three on a five-point scale in each of the following: subsidy administration, payment accuracy, and payment timeliness.
3. Annually, Grantee will place a minimum of 85% of families who are ELS-City subsidized and become State subsidy eligible in a State funded program.
4. Grantee will ensure adequate enrollment to utilize a least 97% of the ELS-City (Voucher) funding (excluding FCS) child care subsidy funding available.

Resource and Referral OUTCOME OBJECTIVES:

1. **A minimum of 80% of surveyed families will indicate satisfaction with R&R services.**
2. **A minimum of 80% of surveyed families will indicate satisfaction with online information.**
3. **A minimum of 90% of surveyed providers attending CPR and First Aid training will indicate satisfaction with the training.**

IX. Monitoring Activities

- A. **Program Monitoring:** Program monitoring will include review of case files, Grantee development and training activities, program policies and procedures, accessibility and cultural competence of program materials, role patterns/job descriptions, reporting requirements, client data tracking and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. **Fiscal Compliance and Grant Monitoring:** Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans

with Disabilities Act, sub-grants, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

X. Reporting Requirements

Any change in state reporting requirements shall supersede the following grant requirements.

Report Schedule

Monthly reports shall be sent no later than the 25th day following the end of the respective reporting period. An annual final report for final adjustments shall be submitted by July 31 for the fiscal year ending June 30. Quarterly and annual reports shall be sent no later than the last day of the month following the end of the respective reporting period.

Grantee shall provide the following information:

A. Monthly Subsidy Reports

- 1) Provide a monthly summary report on subsidy child care projections and enrollments that illustrates the achievement of the subsidy Service Objectives identified above.
- 2) Provide bi-annual subsidy and licensing data updates to be coordinated with OECE investments and other city funded investments previously tracked through Geomap. This data will also be used for CPAC Needs Assessment updates.
- 3) Grantee shall be responsible for all state and federal reporting requirements including, but not limited to: unduplicated child counts, type of care received, cases where no care was available, federal and non-federal child care cases and state contract renewal application processes. Coding for fiscal claiming will be maintained and modified as state policy changes require.
- 4) Grantee shall develop and deliver ad hoc reports (for zip code, etc.) as requested by the Department for the purpose of analyzing the impact or potential impact of proposed and actual state policy changes and for the CPAC Needs Assessment.
- 5) Grantee shall comply with all state reporting requirements and changes in reporting per state deadlines.
- 6) OECE shall provide Grantee with All County Letters, Contract Letters, Applications for Refunding, and other communications from the California Department of Social Services and the California Department of Education, as relevant.

B. Quarterly Reports

- 1) Grantee will submit a quarterly R&R report, which at a minimum will include: demographic information (including, home residence, ages of children, and income level) of users of R&R services, types of R&R services

used broken down by demographic information, and summary data of requests made by OECE

- 2) Grantee will submit a third quarter report to summarize the achievement of the service and outcome objectives for Subsidy Programs for the first three quarters of the grant term. This report shall also include summary demographic information - gender and ethnicity of the unduplicated clients served over the three quarter period. This report is due by April 30 of each year.
- 3) Develop voucher quality penetration reports, detailing the number of vouchers enrolled during the quarter in San Francisco licensed providers.

C. Annual Reports

- 1) Grantee will provide annual performance report regarding progress on service objectives for subsidy programs.
- 2) Grantee shall provide an annual report on the demographics of the child care providers by zip code.
- 3) **Grantee will participate in evaluation requests pertaining to ELS activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, Grantee and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by OECE.**

Grantee will produce subsidy system ad hoc reports relevant for child care planning and eligibility confirmation for evaluations and research as requested by the DHS Child Care Manager and as deemed as appropriate by the Grantee and the Department. Grantee shall develop and deliver ad hoc reports (for zip code, rate change projections, level of care utilization, concurrent eligibility of families in other programs, etc.) as requested by the Department.

Audit Response

Grantee will produce and submit corrective action plans related to any state and local audits, including, but not limited to, APMU (Alternative Payment Monitoring Unit reviews.)

Monthly subsidy projection reports are to be submitted via email to the following:

- Executive Director (Ingrid.Mezquita@sfgov.org)
- Deputy Director (Denise.Corvino@sfgov.org)
- Fiscal Strategies Manager, (Anthony.Tyson@sfgov.org)
- Senior Fiscal Strategies Analyst, (Jason.Holthe@sfgov.org)
- Fiscal Strategies Analyst, (Susanna.Cheng@sfgov.org)

- Senior Contracts Manager, (Elizabeth.Leone@sfgov.org)

All other reports including Monthly, Quarterly and Annual Reports will be entered into the Contracts Management System (CARBON). Contact information is above for assistance with reporting requirements or submission of reports.

**HUMAN SERVICES AGENCY BUDGET SUMMARY
BY YEAR**

Name	Term							
Wu Yee Children's Services	July 1, 2017 - June 30, 2022							
(Check One) New Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>								
If modification, Effective Date of Mod. 1/1/2020 No. of Mod. 2								
Program: ECE Integrated Services - ELS 17-22								
	ACTUAL	ACTUAL	Original	Modification	Revised	New	New	
Budget Reference Page No.(s)	Y1	Y2	Y3			Y4	Y5	Y1 - Y5
Program Term	07/2017 - 06/2018	07/2018 - 06/2019	07/2019 - 06/2020			07/2020 - 06/2021	07/2021 - 06/2022	Total
Expenditures								
Salaries & Benefits	\$993,264	\$1,205,643	\$1,379,208	\$66,698	\$1,445,907	\$1,458,882	\$1,472,247	\$6,575,943
Operating Expense	\$321,031	\$224,901	\$277,899	(\$54,879)	\$223,020	\$225,155	\$227,355	\$1,221,462
Subtotal	\$1,314,295	\$1,430,544	\$1,657,107	\$11,819	\$1,668,927	\$1,684,037	\$1,699,602	\$7,797,405
Indirect Percentage (%)	15%	15%	15%	15%	15%	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	200,468	214,906	248,567	1,772	250,339	\$252,606	\$254,940	\$1,173,259
Capital Expenditure	12,410							\$12,410
Subtotal w/o Pass-Through	1,527,173	1,645,450	1,905,674	13,591	1,919,266	\$1,936,643	\$1,954,542	\$8,983,074
Direct Client Pass-Through	\$9,625,454	\$11,085,079	\$11,538,362	\$2,006,058	\$13,544,420	\$14,221,641	\$14,932,723	\$63,409,317
Total Expenditures	\$11,152,627	\$12,730,529	\$13,444,036	\$2,019,649	\$15,463,685	\$16,158,284	\$16,887,265	\$72,392,391
HSA Revenues								
Mixed funding (local, state, etc.)	\$11,152,627	\$12,730,529	\$13,444,036	\$2,019,649	\$15,463,685	\$16,158,284	\$16,887,265	\$72,392,391
TOTAL HSA REVENUES	\$11,152,627	\$12,730,529	\$13,444,036	\$2,019,649	\$15,463,685	\$16,158,284	\$16,887,265	\$72,392,391
Other Revenues								
Prepared by: Mark Tao	Telephone No.: 415-230-7504						Date: 10/22/2019	
HSA-CO Review Signature:								
HSA #1								

HUMAN SERVICES AGENCY BUDGET SUMMARY
BY YEAR

Name																	Term	
Wu Yee Children's Services																	July 1, 2019 - June 30, 2022	
(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>																		
If modification, Effective Date of Mod. _____ No. of Mod. _____																		
Program: ECE Integrated Services FY17-22 - ELS Subsidy																		
Budget Reference Page No.(s)	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Original	Modification	Revised			New			New			FY17-22 TOTAL
	Y1			Y2					Y3			Y4			Y5			
	FY17/18			FY18/19					FY19/20			FY20/21			FY21/22			
Program Term	ELS Voucher	ELS Reserve	Total	ELS Voucher	ELS Reserve	Total			ELS Voucher	ELS Reserve	Total	ELS Voucher	ELS Reserve	Total	ELS Voucher	ELS Reserve	Total	
Expenditures																		
Salaries & Benefits	\$600,436	\$93,870	\$694,306	\$778,507	\$97,500	\$876,007	\$938,010	\$75,366	\$918,929	\$94,447	\$1,013,376	918,929	94,447	1,013,376	918,929	94,447	1,013,376	\$4,610,441
Operating Expense	\$190,785	\$29,829	\$220,614	\$146,940	\$18,402	\$165,342	\$217,834	(\$65,993)	\$137,689	\$14,152	\$151,841	137,689	14,152	151,841	137,689	14,152	151,841	\$841,479
Subtotal	\$791,221	\$123,699	\$914,920	\$925,447	\$115,902	\$1,041,349	\$1,155,844	\$9,373	\$1,056,618	\$108,599	\$1,165,217	1,056,618	108,599	1,165,217	1,056,618	108,599	1,165,217	\$5,451,920
Indirect Percentage (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$120,495	\$18,838	\$139,333	\$139,076	\$17,418	\$156,494	\$173,377	\$1,406	\$158,514	\$16,269	\$174,783	158,493	16,290	174,783	158,493	16,290	174,783	\$820,175
Capital Expenditure	\$12,410	\$0	\$12,410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,410
Subtotal w/o Pass-Through	\$924,126	\$142,537	\$1,066,663	\$1,064,523	\$133,320	\$1,197,843	\$1,329,221	\$10,779	\$1,215,132	\$124,868	\$1,340,000	\$1,215,111	\$124,889	\$1,340,000	\$1,215,111	\$124,889	\$1,340,000	\$6,284,505
Direct Client Pass-Through	\$8,324,389	\$1,301,065	\$9,625,454	\$9,851,512	\$1,233,567	\$11,085,079	\$11,536,362	\$2,008,056	\$12,239,250	\$1,305,170	\$13,544,420	\$12,851,213	\$1,370,429	\$14,221,641	\$13,493,773	\$1,438,950	\$14,932,723	\$63,409,317
Total Expenditures	\$9,248,515	\$1,443,602	\$10,692,117	\$10,916,035	\$1,366,887	\$12,282,922	\$12,867,581	\$2,016,837	\$13,454,382	\$1,430,037	\$14,884,420	\$14,066,324	\$1,495,317	\$15,561,641	\$14,708,884	\$1,563,839	\$16,272,723	\$69,693,822
HSA Revenues																		
Local Funding (GF, PEEF, City work orders, etc.)	\$9,248,515	\$1,443,602	\$10,692,117	\$10,916,035	\$1,366,887	\$12,282,922	\$9,103,058	\$1,634,921	\$9,658,589	\$1,393,235	\$11,051,824	\$14,066,324	\$1,495,317	\$15,561,641	\$14,708,884	\$1,563,839	\$16,272,723	\$65,861,228
CalWORKs Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CODB for FY20 (3%)							\$313,843	\$381,916	\$345,114	\$36,802	\$381,916							\$381,916
Infant & Toddler Funding (local funding including City work order)			\$0			\$0	\$3,450,680	\$0	\$3,450,680	\$0	\$3,450,680							\$3,450,680
TOTAL HSA REVENUES	\$9,248,515	\$1,443,602	\$10,692,117	\$10,916,035	\$1,366,887	\$12,282,922	\$12,867,581	\$2,016,837	\$13,454,382	\$1,430,037	\$14,884,420	\$14,066,324	\$1,495,317	\$15,561,641	\$14,708,884	\$1,563,839	\$16,272,723	\$69,693,822
Other Revenues																		
Total Revenues	\$9,248,515	\$1,443,602	\$10,692,117	\$10,916,035	\$1,366,887	\$12,282,922	\$12,867,581	\$2,016,837	\$13,454,382	\$1,430,037	\$14,884,420	\$14,066,324	\$1,495,317	\$15,561,641	\$14,708,884	\$1,563,839	\$16,272,723	\$69,693,822
Full Time Equivalent (FTE)																		15.96
Prepared by: Mark Tao																		
HSA-CO Review Signature:																		
HSA #1																		
	Telephone No.: 415-230-7504																	

Operating Expense Detail

Expenditure Category	ACTUAL			ACTUAL			Original	Modification	Revised			New			New			Y1 - Y5	
	Y1			Y2					Y3			Y4			Y5				
	FY17/18			FY18/19					FY19/20			FY20/21			FY21/22				FY17-22
	Voucher	Reserve	Total	Voucher	Reserve	Total			Original	Modification	Revised Voucher	Revised Reserve	Total	Voucher	Reserve	Total	Voucher		Reserve
Other Program Supplies		\$0	\$26,078	\$3,266	\$29,344	\$30,750	(\$25,250)	\$4,987	\$513	\$5,500	\$4,987	\$513	\$5,500	\$4,987	\$513	\$5,500	\$45,844		
Office Supplies	\$18,083	\$2,827	\$20,910	\$4,422	\$554	\$4,976		\$2,000	\$1,814	\$186	\$2,000	\$1,814	\$186	\$2,000	\$1,814	\$186	\$2,000	\$31,886	
Translations	\$2,594	\$406	\$3,000			\$0	\$5,125	(\$2,125)	\$2,720	\$280	\$3,000	\$2,720	\$280	\$3,000	\$2,720	\$280	\$3,000	\$12,000	
Outreach Materials/ Engagement		\$0	\$595	\$74	\$669	\$2,563	(\$1,363)	\$1,088	\$112	\$1,200	\$1,088	\$112	\$1,200	\$1,088	\$112	\$1,200	\$4,269		
Consultants		\$0	\$0		\$0	\$13,000		\$11,788	\$1,212	\$13,000	\$11,788	\$1,212	\$13,000	\$11,788	\$1,212	\$13,000	\$39,000		
Subscription & Membership Fees		\$0	\$16,580	\$2,076	\$18,656	\$25,625	(\$625)	\$22,670	\$2,330	\$25,000	\$22,670	\$2,330	\$25,000	\$22,670	\$2,330	\$25,000	\$93,656		
Staff Training	\$12,621	\$1,973	\$14,594	\$17,060	\$2,137	\$19,197	\$20,500	(\$8,500)	\$10,882	\$1,118	\$12,000	\$10,882	\$1,118	\$12,000	\$10,882	\$1,118	\$12,000	\$69,791	
Forums/ Workshops/ Conferences		\$0	\$35	\$39	\$4	\$39	\$4,100	\$900	\$4,534	\$466	\$5,000	\$4,534	\$466	\$5,000	\$4,534	\$466	\$5,000	\$15,039	
Meeting Expenses		\$0	\$480	\$60	\$540	\$1,230	(\$30)	\$1,088	\$112	\$1,200	\$1,088	\$112	\$1,200	\$1,088	\$112	\$1,200	\$4,140		
Provider Services Related Expenses		\$0	\$4,433	\$555	\$4,988	\$6,741	(\$3,741)	\$2,720	\$280	\$3,000	\$2,720	\$280	\$3,000	\$2,720	\$280	\$3,000	\$13,988		
Travel	\$1,543	\$241	\$1,784	\$915	\$115	\$1,030	\$5,006	(\$661)	\$3,940	\$405	\$4,345	\$3,940	\$405	\$4,345	\$3,940	\$405	\$4,345	\$15,849	
Computer Expenses		\$0	\$2,414	\$302	\$2,716	\$3,075	\$15	\$2,802	\$288	\$3,090	\$2,802	\$288	\$3,090	\$2,802	\$288	\$3,090	\$11,986		
Finger Printing/ Transcript / Immunizations		\$0	\$85	\$11	\$96	\$615	\$3	\$560	\$58	\$618	\$560	\$58	\$618	\$560	\$58	\$618	\$1,950		
Postage & Delivery		\$0	\$0	\$0	\$0	\$4,679	(\$2,679)	\$1,814	\$186	\$2,000	\$1,814	\$186	\$2,000	\$1,814	\$186	\$2,000	\$6,000		
Office Copier		\$0	\$967	\$121	\$1,088	\$17,762	(\$16,362)	\$1,270	\$130	\$1,400	\$1,270	\$130	\$1,400	\$1,270	\$130	\$1,400	\$5,288		
Rent	\$36,941	\$5,775	\$42,716	\$36,645	\$4,589	\$41,234	\$39,023	\$3,977	\$38,993	\$4,007	\$43,000	\$38,993	\$4,007	\$43,000	\$38,993	\$4,007	\$43,000	\$212,950	
Utilities	\$14,155	\$2,213	\$16,368	\$5,574	\$698	\$6,272	\$7,496	\$4	\$6,801	\$699	\$7,500	\$6,801	\$699	\$7,500	\$6,801	\$699	\$7,500	\$45,140	
Janitorial Services & Supplies		\$0	\$10,228	\$1,281	\$11,509	\$19,079	(\$13,091)	\$5,430	\$558	\$5,988	\$5,430	\$558	\$5,988	\$5,430	\$558	\$5,988	\$29,473		
Building Repair & Maintenance	\$10,762	\$1,683	\$12,445	\$3,063	\$384	\$3,447	\$3,825	\$175	\$3,627	\$373	\$4,000	\$3,627	\$373	\$4,000	\$3,627	\$373	\$4,000	\$27,892	
Telephone/ Fax/ Internet/ Email		\$0	\$6,462	\$809	\$7,271	\$6,776	(\$276)	\$5,894	\$606	\$6,500	\$5,894	\$606	\$6,500	\$5,894	\$606	\$6,500	\$26,771		
Equipment Leases		\$0	\$1,644	\$206	\$1,850	\$1,750	(\$750)	\$907	\$93	\$1,000	\$907	\$93	\$1,000	\$907	\$93	\$1,000	\$4,850		
Equipment Repairs/Maintenance		\$0	\$372	\$47	\$419	\$1,864	(\$364)	\$1,360	\$140	\$1,500	\$1,360	\$140	\$1,500	\$1,360	\$140	\$1,500	\$4,919		
Printing and Reproduction	\$10,578	\$1,654	\$12,232	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,232		
MTC Technology	\$17,402	\$2,721	\$20,123	\$8,887	\$1,113	\$10,000	\$10,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,123		
Bank Fees	\$3,649	\$571	\$4,220	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,220		
Software/Licenses	\$14,082	\$2,202	\$16,284	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,284		
Computer Equipment, Contractor Fees, M	\$48,375	\$7,563	\$55,938	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,938		
TOTAL OPERATING EXPENSE	\$190,785	\$29,829	\$220,614	\$146,939	\$18,402	\$165,341	\$217,834	(\$55,743)	\$137,689	\$14,152	\$151,841	\$137,689	\$14,152	\$151,841	\$137,689	\$14,152	\$151,841	\$841,478	

**HUMAN SERVICES AGENCY BUDGET SUMMARY
BY YEAR**

Name
Wu Yee Children's Services

(Check One) New Renewal Modification

If modification, Effective Date of Mod. No. of Mod.

Program: **ECE Integrated Services FY19-22 - Resource & Referral**

Budget Reference Page No.(s)	ACTUAL	ACTUAL	Original	Modification	Revised	New	New	FY17-22 TOTAL
	Y1	Y2	Y3			Y4	Y5	
	FY17/18	FY18/19	FY 19/20			FY20/21	FY21/22	
Expenditures								
Salaries & Benefits	\$233,708	\$329,636	\$441,198	(\$8,669)	\$432,530	\$445,505	\$458,871	\$1,900,250
Operating Expense	\$73,452	\$59,559	\$60,065	\$11,114	\$71,179	\$73,314	\$75,514	\$353,018
Subtotal	\$307,160	\$389,195	\$501,263	\$2,445	\$503,708	\$518,820	\$534,384	\$2,253,268
Indirect Percentage (%)	15%	15%	15%	15%	15%	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$47,303	\$58,412	\$75,189	\$367	\$75,556	\$77,823	\$80,158	\$339,252
Capital Expenditure								
Subtotal w/o Pass-Through	\$354,463	\$447,607	\$576,453	\$2,811	\$579,265	\$596,643	\$614,542	\$2,592,519
Direct Client Pass-Through	0	0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$354,463	\$447,607	\$576,453	\$2,811	\$579,265	\$596,643	\$614,542	\$2,592,519
HSA Revenues								
Local Funding (GF, PEEF, etc.)	\$354,463	\$447,607	\$270,320	\$0	\$270,320	\$596,643	\$614,542	\$2,283,575
CalWORKs Funding			\$292,073	\$2,812	\$294,885			\$294,885
CODB for FY20 (2.5%)			\$14,060	(\$0)	\$14,060			\$14,060
TOTAL HSA REVENUES	\$354,463	\$447,607	\$576,453	\$2,812	\$579,265	\$596,643	\$614,542	\$2,592,519
Other Revenues								
CDE R&R Contract	245,036	250,810			260,000	260,000	260,000	\$1,275,846
Total Revenues	\$599,499	\$698,417			\$839,265	\$856,643	\$874,542	\$3,868,365
Full Time Equivalent (FTE)					5.89	5.89	5.89	
Mark Tao						Telephone No.: 415-230-7504		

HSA-CO Review Signature:

HSA #1

HUMAN SERVICES AGENCY BUDGET SUMMARY

BY YEAR

Name	Term
Wu Yee Children's Services	July 1, 2017 - June 30, 2018
(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>	
If modification, Effective Date of Mod. _____ No. of Mod. _____	
Program: ECE Integrated Services FY19-19 - CalWorks Outreach	ACTUAL
	Y1
Budget Reference Page No.(s)	FY17/18
Program Term	CalWorks Outreach
Expenditures	
Salaries & Benefits	\$65,250
Operating Expense	\$26,965
Subtotal	\$92,215
Indirect Percentage (%)	15%
Indirect Cost (Line 16 X Line 15)	\$13,832
Capital Expenditure	\$0
Subtotal w/o Pass-Through	\$106,047
Direct Client Pass-Through	\$0
Total Expenditures	\$106,047
HSA Revenues	
General Fund	\$107,714
TOTAL HSA REVENUES	\$107,714
Other Revenues	
Total Revenues	\$107,714
Mark Tao	Telephone No.: 415-230-7504
HSA-CO Review Signature:	
HSA #1	

Program Name: CalWorks Outreach
 (Same as Line 9 on HSA #1)

	ACTUAL
	FY17/18
	TOTAL
POSITION TITLE	Total Salary
<i>Outreach Specialist:</i>	\$51,673
TOTALS	\$51,673
FRINGE BENEFIT RATE	
EMPLOYEE FRINGE BENEFITS	\$13,577
TOTAL SALARIES & BENEFITS	\$65,250

Program Name: CalWorks Outreach
 (Same as Line 9 on HSA #1)

Operating Expense Detail

CalWorks Outreach	ACTUAL FY17/18 TOTAL
<u>Expenditure Category</u>	
Rental of Property	\$3,957
Utilities (Elec, Water, Gas, Phone, Scavenger)	\$2,677
Office Supplies, Postage	\$2,695
Building Maintenance Supplies and Repair	\$660
Printing and Reproduction	\$112
Insurance	\$0
Staff Training and Meetings:	\$533
Staff Travel (Local & Out of Town):	\$1,675
Outreach Materials -	\$13,185
OTHER	
Technology: Mobile Hotspot device for cost \$50 / unit X 1 units = \$50/	\$371
CalWorks Focus Groups: 9 events per year at \$500 per event. Costs include Child Care, Incentives,	\$1,100
Translation:	\$0
Software/licenses:	\$0

TOTAL OPERATING EXPENSE	\$26,965
HSA #3	10/21/2019

**CITY AND COUNTY OF SAN FRANCISCO
GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

WU YEE CHILDREN'S SERVICES

THIS GRANT AGREEMENT (this "Agreement") is made this 1st day of **July, 2017**, in the City and County of San Francisco, State of California, by and between **Wu Yee Children's Services, 827 Broadway Street, San Francisco, CA 94133** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) , for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined) and summarized briefly as follows:

Provide Early Care and Education Integrated Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education; and

WHEREAS, the Grant is funded with Federal dollars, CFDA #93.558 and 93.596; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Agency**" shall mean Human Services Agency or Department of Human Services

(c) "**Application Documents**" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) **"Budget"** shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) **"Charter"** shall mean the Charter of City.

(f) **"Controller"** shall mean the Controller of City.

(g) **"Eligible Expenses"** shall have the meaning set forth in Appendix A.

(h) **"Event of Default"** shall have the meaning set forth in Section 11.1.

(i) **"Fiscal Quarter"** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) **"Fiscal Year"** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(k) **"Funding Request"** shall have the meaning set forth in Section 5.3(a).

(l) **"Grant Funds"** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(m) **"Grant Plan"** shall have the meaning set forth in Appendices A and B, shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(n) **"HRC"** shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean **"CMD"** or the Contract Monitoring Division of the City.

(o) **"Indemnified Parties"** shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) **"Losses"** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) **"Publication"** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

(r) **"Contractor"** shall mean "Grantee" as certain City Contracting requirements also apply to Grants of the City of San Francisco.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the

Agency. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor" "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4. SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **July 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on) **June 30, 2020.**

Grant term can be extended at the sole discretion of the Agency for an additional two years, subject to the performance of the contractor and the availability of funding.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.4 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for

approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant funds.

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-Nine Million, One Hundred Ninety-Eight Thousand, Eight Hundred Forty-Six Dollars (\$29,198,846) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to **Two Million, Nine Hundred Nineteen Thousand, Eight Hundred Eighty-Five Dollars (\$2,919,885)** for the period from **July 1, 2019 to June 30, 2020**, may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Thirty-Two Million, One Hundred Eighteen Thousand, Seven Hundred Thirty-One Dollars (\$32,118,731)** for the period from **July 1, 2017 to June 30, 2020**.

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Appendix B and defined as eligible expenses in 2 CFR Part 200 Subpart E, Cost Principles, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail or by Automated Clearing House (ACH) payments authorized by the City Controller's Office in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each month for the term of the grant.

5.4 State or Federal Funds:

(a) Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) Single Audit Requirements. Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those

fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501

(c) **Grant Terms.** The funding for this agreement is provided in full or in part by a Federal or State grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements may be found in Appendix (or Appendices) F, G. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in state or federal assistance programs. Grantee acknowledges that this certification of eligibility to receive state or federal funds is a material term of the Agreement.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, on or before the date of this Agreement, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, and in compliance with 2 CFR Part 200 Subpart F, as applicable.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, and its Federal and State funders, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims; Monetary Penalties. Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

6.9 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 6.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3. Earned Income Credit (EIC) Forms. Reserved.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a

violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof).

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee.

An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON GRANT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

10.10 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

**ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES**

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

(h) **Failure to Protect Private Information.** Grantee discloses information it is required to protect under Section 12.1.

11.2 Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Grantee 30 day written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Grantee shall commence and perform, with diligence, all actions necessary on the part of Grantee to effect the termination of this Agreement on the date specified by City

and to minimize the liability of Grantee and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subgrants for materials, services, equipment or other items.
- (3) Terminating all existing orders and subgrants.
- (4) At City's direction, assigning to City any or all of Grantee's right, title, and interest under the orders and subgrants terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subgrants.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Grantee and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Grantee shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (1) The reasonable cost to Grantee, without profit, for all services and other work City directed Grantee to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Grantee's direct costs for services or other work. Any overhead allowance shall be separately itemized. Grantee may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Grantee can establish, to the satisfaction of City, that Grantee would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Grantee of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (4) A deduction for the cost of materials to be retained by Grantee, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Grantee or any of its subgrantees after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the

prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Grantee under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Grantee's final invoice; (2) any claim which City may have against Grantee in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

11.3 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Protection of Private Information.

a. **Personal Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3,

“Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

b. Protected Social Service and Personal Health Information. Contractor, all subgrantees, and all agents and employees of Contractor and any subgrantee shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subgrantees or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

c. Proprietary and Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that grants, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking grants, shall be open to inspection immediately after a grant has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a grant or other benefit until and unless that person or organization is awarded the grant or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within one hundred twenty (120) days after the end of Grantee's fiscal year end provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or

obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantees or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subcontractor shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent grantee and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City: Human Services Agency
 Office of Contract Management, G- 000
 P.O. Box 7988
 San Francisco, CA 94120-7988
 Facsimile No. 415-557-5679

If to Grantee: Wu Yee Children's Services
 827 Broadway Street
 San Francisco, CA 94133
 Attn: Monica Walters
 Email: Monica.Walters@wuyee.org

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Local Business Enterprise Utilization; Liquidated Damages. Reserved.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Grant Agreement.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Grants and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee, must be accessible to the disabled public. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Grantee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

Chapter 21-100 Nondiscrimination in State and Federally Assisted Programs require that Grantees administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, grantees must provide the following:

- Procedures for informing clients of their civil rights under Chapter 21-100;
- Policies and procedures for handling complaints filed with or against a Grantee;
- Policies and procedures that ensure Grantees accommodate individuals with hearing impairments, visual impairments and other disabilities;
- Policies and procedures that ensure that Grantees provide appropriate language services, including a breakdown of bilingual/interpreter staff and a description of how written information is communicated to non-English speaking clients; and
- Policies and procedures for ensuring that Grantee staff are adequately trained in the requirements of Chapter 21 under California Department of Social Services standards.

16.8 Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the grant, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but

Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

16.9 Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who grants with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the grant must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the grant until the later of either the termination of negotiations for such grant or six months after the date the grant is approved. Contractor acknowledges that the foregoing restriction applies only if the grant or a combination or series of grants approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the grant; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or grant; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

16.10 First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any grant or property grant with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the grant or property grant. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes

nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of grants and property grants handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City grant or property grant has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy grants.

c. **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of grants based on violations of grant provisions required by this Chapter as set forth in this section;
- (3) That the Contractor's commitment to comply with this Chapter is a material element of the City's consideration for this grant; that the failure of the Contractor to comply with the grant provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the Contractor from the first source hiring process, as determined by the FSHA during its first investigation of a Contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a Contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the Contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a Contractor to comply with its first source referral contractual obligations.
- (6) That the failure of Contractors to comply with this Chapter, except property Contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the grant or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City grant for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be

supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its grant with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.15 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the

date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

16.16 Food Service Waste Reduction Requirements. Effective June 1, 2007, Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.17 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

16.18 Slavery Era Disclosure. Reserved

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

16.20 Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subgrantees of Grantee, will be paid unless the provider received advance written approval from the City Attorney.

16.21 Additional Requirements for Federally-Funded Awards

- 1) The Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if the Grantee
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or sub-awards under the award.

**ARTICLE 17
MISCELLANEOUS**

17.1 No Waiver. No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict

between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants
- Appendix E, Permitted Subgrantees
- Appendix F, Federal Award Information
- Appendix G, Federal Requirements for Subrecipients
- Appendix H, Additional Federal Requirements

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4	Financial Statements.	Article 12	Disclosure of Information and Documents
Section 6.5	Books and Records.		
Section 6.6	Inspection and Audit.	Section 13.4	Grantee Retains Responsibility.
Section 6.7	Submitting False Claims; Monetary Penalties	Section 14.3	Consequences of Recharacterization.
Section 6.8	Ownership of Results.		
Article 7	Taxes	This Article 17	Miscellaneous
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

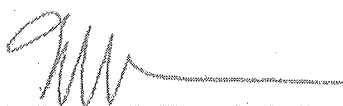
17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 Services During a City-Declared Emergency. In case of an emergency that affects the San Francisco Bay Area, Grantee will make a good faith effort to continue to provide services to the Department's clients on a priority basis. Contactor shall provide fair prices for services that may not be covered under the awarded grant but are necessary as a direct result of the City-declared emergency. Grantee will document the expenses incurred and submit a prompt request for payment to the Department.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY

HUMAN SERVICES AGENCY


By: 
Trent Rhorer _____ Date
Executive Director
Human Services Agency

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

WU YEE CHILDREN'S SERVICES


By: 
Monica Walters _____ Date

Chief Executive Director
827 Broadway Street
San Francisco, CA 94133
Phone: (415) 230-7500

Federal Tax ID #: 94-2387002
City Vendor Number:
DUNS #: 165384835

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
for Adrienne Tong _____ Date
Deputy City Attorney

Appendix A: Scope of Services to be Provided
Wu Yee Children's Services
Early Care and Education (ECE) Integrated Services
July 1, 2017 to June 30, 2020

I. PURPOSE OF GRANT

The purpose of this grant is to provide Early Care and Education Integrated Services. The Grantee is central to the implementation of the OECE Citywide Plan for Early Care and Education (ECE), through the effective leveraging of state and federal child care subsidy opportunities for families as well as supporting the Early Learning Scholarship (ELS) goals of continuity of care and choice in high quality care options for families.

The ECE Integrated Services Grantee will manage:

- Oversight of local Early Learning Scholarship child care subsidy and eligibility system that includes:
 - Client eligibility and need determination, according to program type
 - Subsidy enrollment
 - Child care provider services, including orientation to voucher reporting
 - Rate setting for subsidy payments according to state and/or local policies
 - Administration and issuance of provider payments
 - State noticing/informing requirements and due process rights for applicants and enrolled families
 - Coordination and leveraging of the citywide subsidy system to ensure state and federal dollars are used before city/county funding whenever possible
- Tracking and reporting to assist with citywide planning related to utilization.
- Outreach and support to families through comprehensive ECE Resource and Referral services.
- Partner with CalWORKs to develop a comprehensive outreach plan targeting the Chinese families served by the Grantee to increase this population's enrollment into CalWORKs.

The overall program goals are to:

- Improve our system to seamlessly connect families to quality choices in a timely way;
- Broker assistance to pay for services when needed;
- Ensure providers are paid an enhanced local rate to support quality programming, while leveraging federal and state funding whenever possible; and
- Promote continuous participation in quality programs for children among target populations.

II. DEFINITIONS

0-5 Continuity	Target Population families who lose subsidy eligibility for state funding may continue in care until their child reaches kindergarten with annual eligibility redeterminations for state/federal funding
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AP	Alternative Payment state contracted child care vouchers; AP Agencies are those public or private non-profit agencies contracting with California Department of Education to administer child care voucher programs
CalWORKs	California Work Opportunity and Responsibility to Kids, welfare-to-work program for families receiving Temporary Aid to Needy Families (TANF) cash aid.
CAPP	California Alternative Payment Program
CDE	California Department of Education
CDSS	California Department of Social Services
Comprehensive Fiscal Analysis (CFA)	The Comprehensive Fiscal Analysis was conducted by a national team of experts, providing an inventory of federal, state, and local investments. It proposes, approaches, and models for restructuring San Francisco's local early care and education investments. The CFA proposals and analysis is fundamental to the ELS redesign for the city. http://sfoece.org/wp-content/uploads/2016/04/CFA-Report.pdf
CPAC	Childcare Planning and Advisory Council
DHS	San Francisco Department of Human Services, a division of HSA
ELS	San Francisco Early Learning Scholarships, which are local funds: 1) fully funded to the QRIS Tier 3 Cost; or 2) are an enhancement to a state or federally subsidized child, to reimburse at QRIS Tier 3. OECE may determine, over time, changes in costs or tiers for ELS reimbursement.
ELS-Bridge	Early Learning Scholarship (ELS) Bridge provides continuity of care for families who have lost eligibility in local and/or state subsidy programs. All low-income families receive continuity through the program year, while target population families may receive continuity until the child reaches kindergarten.
ELS-City	Early Learning Scholarships for which the city is paying the full tuition to the Tier 3 cost of quality.
ELS-Gap	Early Learning Scholarship (ELS) GAP provides local funding to cover the "gap," when one exists, between the maximum state subsidy reimbursement rate (i.e., Regional

	Market Rate or Standard Reimbursement) and the local QRIS Tier 3
ELS-PFA	San Francisco's Preschool for All program offering universal free part-day preschool for four-year olds enrolled in PFA programs
HSA	San Francisco Human Services Agency
Low-Income	Families under 85% of the State Median Income as determined by the California Department Education
OECE	Office of Early Care and Education
P500	Project 500 is a San Francisco mayoral initiative that seeks to prevent the transfer of poverty from one generation to the next by providing meaningful pathways up and out of poverty, and by building an integrated and comprehensive system of care
Program Year Continuity	Low-income families who lose state subsidy eligibility may continue in care until the end of the program year, typically prior to fall through an ELS Bridge payment
QRIS	Quality Rating and Improvement System established by the State of California and adopted by San Francisco as a standard of quality. CA-QRIS Rating Matrix
QRIS State Quality Block Grant	CDE funded state stipends for quality in Title 5 contracted settings. Also the basis for a local program for non-state contractors participating in the quality system.
Reasonable Notice	In CalWORKs reasonable notice will be 2 weeks (due to overpayment considerations). Any state regulatory requirements shall supersede all local contract requirements. Additional notice shall be provided when information is available. In City Child Care reasonable notice shall be 30 days. When Family & Children's subsidies are vouchered, reasonable notice shall be 30 days and will include notice to the child's Protective Services Worker in FCS.
Resource and Referral	Assisting parents in finding child care that best meets their family needs through the provision of robust, up-to-date information regarding licensed providers
SF3C	San Francisco Child Care Connection – A centralized eligibility and waiting list and support to assist low-income families in connecting with quality subsidized early care and education options

San Francisco Citywide Plan for Early Care and Education	The San Francisco Board of Supervisor's approved Early Care and Education plan to align early education goals, frameworks, funding, and outcomes targeting children birth through age five
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III. TARGET POPULATION

The San Francisco child care system serves the needs of 0-5 year olds with a focus on low-income families. Target Population” families include: low-income African American children, low-income Latino children, low-income English Language Learners, families who are homeless, children at-risk of abuse and/or neglect or involved with child welfare, and children with special needs or disabilities.

Specific eligibility requirements for state funded programs are defined by their respective funding agencies (e.g., The California Department of Social Services funds CalWORKs Stage 1 which serves low-income CalWORKs eligible families while the California Department of Education funds CAPP which serves low-income families and CalWORKs Stages 2 and 3 which serves former CalWORKs aided families). Certain subsidy programs may also serve children 0 through 12 years of age. Early Learning Scholarship enhanced reimbursement rates are offered to qualified providers who achieve Tier 3 on the QRIS, subject to fund availability.

IV. DESCRIPTION OF SERVICES

A. Grantee will provide the following Early Care and Education Subsidy Administration services:

- **Case Management:** Grantee will work across its internal departments to provide integrated case management services for target population families to help them achieve their goals.
- **Fiscal Leveraging:** Grantee will balance family choice and fiscal leveraging. On one hand, Grantee will counsel families on all applicable subsidized care options, emphasizing the importance of quality. Likewise, at certification and annual recertification meetings, Grantee will screen families for state/federal subsidies to attempt to use those funds to support families, whenever possible.
- **Continuity of Care** is a key component of the Office of Early Care & Education’s design of programs and policies that support families’ and children’s consistent engagement in quality early learning experiences. If a family loses a state or federal subsidy, Grantee will work with OECE and its other Integrated Services Grantee to ensure the child is considered for an ELS-Bridge subsidy. Families will be served by the same Subsidy Specialist to ensure seamless services. Grantee will assist in tracking the reasons families lose subsidy eligibility, with increased attention on those who fall out of eligibility at recertification.

- **Streamlining Services:** Grantee will continue to streamline all aspects of subsidy system administration and service delivery, with a focus on improving the experience for families and child care providers.

Need and Eligibility

The process of determining need and eligibility in the ELS program will be carried out by Family Specialists. The Family Specialist position is an enhancement on the current Child Care Subsidy Caseworker role, filling all the case management responsibilities while moving this position to more specialized support for families and skills to manage across all the populations subsidized by the ELS. Additionally, to carry out the integrated services model, this position will share professional characteristics and core training with the Specialists in the R&R program in order to ensure a seamless approach across the elements. Included as part of the training for Family Specialists is a clear understanding of how the ELS funding is used to ensure that all children in the target population are receiving at least Tier 3 quality services. The Family Specialists will work directly with families to evaluate their eligibility for services. This process begins with an intake interview and needs assessment, using the same Initial Family Engagement approach included in R&R, Head Start and the FRC. The Initial Family Engagement tool will be adopted and added on to for the needs of ELS eligibility determination and administration, with an eye to maintaining the principles of the Head Start Parent, Family and Community Engagement Framework in the family approach.

The intake interview and assessment will focus on determining if families are eligible for ELS and are in the current target population. The intake process, whether enrolling new families or during re-certification, will also be used as a point to ensure leveraging of federal and state funding sources. To ensure the maximization of state and federal funds, Family Specialists will determine family eligibility and support the family in applying for such programs. These federal or state programs will include CalWORKs, Head Start/Early Head Start and Title 5. Specialists will continue to support families through the application process, ensuring continuity of care.

In addition, family eligibility will be re-determined by the Specialists according to OECE's programmatic standards. Through work with the CalWORKs administrator which uses the CC3 database, Wu Yee will work collaboratively to on an appropriate database interface for the transfer families across programs, addressing need and eligibility.

The Family Specialist will counsel and assist families in locating child care services, provide appropriate and timely support services to families and offer education on community resources. As part of this counseling and support to the target population families, the Specialist will ensure that families are supported in selecting a qualified provider, whether center-based or family child care, per the OECE provider qualification process. The Specialists will be focused on working with and enrolling families from the SF3C waitlist.

Engage with families and providers

The Family Specialists work individually with families to assist them in making child care arrangements, including supporting them when needed to remain in continuous care from birth to five years of age. In order to ensure quality child care counseling services provided to families, Family Specialists will continue to participate in extensive cross-training to enhance their knowledge of the Family Child Care Quality Network and the quality frame driving the ELS. Specialists will educate parents with consumer information regarding the criteria required of providers to become part of such programs. Family Specialists maintain a caseload of families who are accessing ELS, therefore families have a consistent, reliable relationship to support their child care needs. Additionally, through this relationship, Family Specialists will engage in other support activities to encourage parent-child relationship and engagement with early care and education programming. An example of such activities will be through regular emails sent to families (weekly or semi-monthly) with opportunities available in their community such as playgroups, workshops, parent or community events and articles on child development. These opportunities will support parent education and knowledge of child development, as well as increase parent knowledge and utilization of resources in their community. To ensure ongoing and open communication as part of family engagement and continual program improvement, Wu Yee will create informal and formal opportunities for feedback including a survey form for families to complete, possibly semiannually. This tool will support tracking of the family status, variables such as improvement of family life quality and family activities involving ECE; resources families need in other systems (housing, food, workforce and educational resources) and parental feedback on the program.

The ELS Specialists will use a parallel approach to engaging with providers, in order to facilitate a relationship-based approach that has long term benefits to the providers and the ELS system. Wu Yee will work with OECE to maintain accurate information on providers who are authorized as qualified ELS providers, as a result of the NOFA selection process. Provider engagement will also involve building the capacity of providers to use the Cocoa system and why utilizing the database is beneficial. In particular, with the ELS program new to all involved, training and support for providers should include supporting them in understanding the policies and procedures associated with this local subsidy approach. Provider requirements will be supported by utilizing the database, freeing up providers to focus more on quality of services. For instance, providers will be able to implement electronic sign in/out methods through Cocoa, which supports adhering to enrollment tracking and payment verification. Provider training will involve necessary supports for integrating these electronic functions in to their program operations. In order to support the administration of ELS funding to families who are homeless and with children with special needs, Wu Yee will need to apply community collaboration skills to partnering with the organizations that carry the contracts to deliver case management and the care to this population. These families receive wrap around supports tailored to their individual situation and their primary relationship is with the staff at these contractors, including Compass and Support for Families. Wu Yee's established partnership with these agencies to fully support families will be used to enhance ELS. For efficiencies in the administration of funding to support their child care, Wu Yee will partner with these providers in the same manner as all

providers. Important information about services, enrollment and tracking, as well as the funding needs will come from partners with the homeless case management partners.

In partnership with OECE, Wu Yee will ensure that all providers and families who are receiving local subsidies are aware they are supported by City funds, from OECE, administered by Wu Yee. The branding of materials with the OECE logo is an important step in supporting this understanding. Wu Yee plans to include the OECE logo on checks, receipts, envelopes, family notifications and child care certificates. Wu Yee will create and disseminate information sheets offering detail on the ELS program, with input and final approval by OECE. The language used on these information sheets will be implemented across all family and provider information vehicles, such as websites, apps, training materials and organizational brochures and forms.

Enrollments and payments

Specialists, in partnership with ELS supervisor and manager, are responsible for ensuring data on enrollments is complete and used in tracking and projecting of ELS utilization. Accurate enrollment information is important to the processing of provider payments as well as understanding the utilization needs of the ELS funding stream. Wu Yee will apply current enrollment tracking and projection methods to the full administration of ELS funding; these methods, including understanding family needs, communicating frequently with families and providers regarding needs, openings and eligibility, have resulted in consistently high utilization rates. Projections build on processing enrollment information and comparing it with monthly attendance data. Providers will be paid based on enrollments but attendance information is important to understanding the actual utilization of program slots and how this compares to enrollment projections. Family Specialists will continue to work with families and providers to ensure enrollment is utilizing at least 97% of ELS funding.

All ELS staff at Wu Yee will be involved in providing customer service to providers related to eligibility and payments. Regarding payments, staff will be responsible for the calculation of payments, transparency in the calculation process and ELS policies, and administration of the funding through checks to providers.

In February 2016, Wu Yee launched the Care Portal, an online repository available through the subsidy database, automating access to and the return of completed attendance sheets, payment calculation, as well as explanations of payments, articulating the source of monthly funding that is proprietary to the agency. In Wu Yee's current subsidy administration, the tracking and check cutting system has been built to delineate each type and source of funding, both within the actual database and on the provider's payment check.

Other Services

1. Ensure there are signed confidentiality agreements for all of its staff and members of collaborating agencies' staff that have access to sensitive and protected information of families.

2. In the event of a declared emergency, staff may be engaged as part of the city's response to the disaster/declared emergency. Grantee agrees to ensure staff receive city Emergency Response training, to be planned and delivered in coordination with the HSA Emergency Response Coordinator.
3. Monitor child care subsidy eligibility, authorization, and utilization as prescribed by CDE policies and procedures. Monitor compliance internally utilizing state procedures for compliance monitoring in order to maintain grant performance within state error rate level.

B. Grantee will provide the following Child Care Resource and Referral services:

Wu Yee is a California Department of Education funded Resource and Referral program in San Francisco. With funding from the Office of Early Care and Education (OECE) Wu Yee will develop in partnership with OECE and the other citywide Child Care Resource and Referral Agency, Children's Council of San Francisco, coordinated strategies to deliver R&R services through an integrated citywide system that is responsive to providers and families pertaining to the integrated services grant. OECE recognizes Wu Yee's unique organizational culture, agency vision and strategic plan when delivering on this partnership. Wu Yee's R&R service delivery will include consumer education, quality and training, family and provider advocacy, and improved access to child care. By implementing the agency wide family engagement approach, comprehensive family assessment can take place. Therefore, a family that initially reaches out to inquire about child care is walked through a series of sensitive and culturally appropriate questions to identify what other supports they can benefit from, and for what other assistance programs they qualify. Providers also turn to Wu Yee when needing support around child care specific issues, support in addressing needs and gaps, and problem-solving in a team approach to ensure children are receiving the best care possible.

The level of comprehensive services and follow-up families receive is based on the complexity of needs that are initially identified in the family assessment process. Children in the target populations are provided with even more comprehensive counseling and enhanced referral services, and are followed for a specific time period in order to ensure that the coordinated resources and services they are provided with are meeting all identified needs.

Family engagement occurs through various channels, including direct outreach, marketing strategies, and community-wide events. Effective outreach consists of broader community events that are accessible to both participants and community members. Various sites across the city will be used as locations for events intentionally geared toward the target population, including health and family resource fairs for specific target populations. Wu Yee currently offers office hours at agencies serving high need families. This model of community centered hubs will continue to enhance targeted outreach into high need zip codes.

Intake and referral

All families accessing support from Wu Yee complete an initial needs assessment intake that staff use to identify appropriate programs and services to link families with all available resources, including child care, housing, employment assistance, and public benefits. Intake staff engage in a relationship-based discussion with families. This discussion identifies goals, strengths, and needs; all this information is then used to move a family to where their long-term service relationship will be. This discussion also allows staff to determine if families are eligible for multiple early learning programs such as EHS/HS, home visiting, or state funded programs. This system also allows for an expedited process, where families receive the most appropriate resources in the most efficient manner.

Wu Yee will use a relationship-based approach when working with providers who are also in need of information and support. Provider inquiries are tracked just as families are to ensure efficacy and appropriateness of support and information provided. Wu Yee also recognizes capacity building among front-line professionals outside of its own organization is imperative to improve the quality of intake and referral in the community. Therefore, partnering with the other R&R to deliver co-location services housed at the County HSA building will be implemented to best support families in receiving appropriate services, by increasing the capacity of County employees to best process clients through training opportunities and technical assistance. In addition, through the community hub model, Wu Yee will have R&R services physically available in different locations throughout the city supporting the level of quality that families receive when it comes to intake and referral. Wu Yee will strive to build the capacity of numerous community professionals to function like its own R&R staff through professional training and capacity building opportunities for providers and service partners, including EHS/HS staff, Title 5 providers, and possibly WIC staff.

Consumer Education

One of the main components of R&R is strong consumer education. Wu Yee will move towards a consumer engagement model which aligns with federal goals in providing families required information on child care services, health and safety, assistance programs, developmental screenings, and quality ratings for providers. This is achieved through a two-way, mutually-respectful process that consists of outreach and awareness, consumer education, co-learning, and sharing of information.

The first step in consumer engagement is to partner with families in learning about child care options and quality factors. Wu Yee staff initiate this process by identifying existing resource and support systems, providing consultation on local early care and education programs, informing parents of subsidized care, and providing other resources and financial supports. Once referrals for child care are generated, staff are sure to include names of caregivers and contact information, and quality indicators for accreditation, group size, staff to child ratio, health and safety, and family involvement. Wu Yee will work with OECE and Children's Council of San Francisco to identify a uniform, mutually agreed upon definition and citywide approach to collecting "real-time" vacancy data. OECE will resource the technology-related costs for this standard uniform approach while allowing both R&R's to maintain their identity as individual service

organizations and as state contractors. The focus of the effort will be on a shared R&R system across the two R&R organizations, with agreed upon provider data and data fields shared into a cloud based system for all licensed providers in San Francisco.. Wu Yee will obtain consent from providers to share their data with the other R&R and with OECE. Each agency retains all privacy rights related to data and data fields unique to their agency outside the Integrated Services scope of work. Wu Yee clearly states to families that these are only referrals, and not recommendations. Families have access to information regarding procedures for licensing/ monitoring childcare providers and background checks. Wu Yee also makes provider-specific information, including the results of monitoring reports, available to families both in print and electronically.

Wu Yee recognizes that different modalities need to be in place for families to access accurate and up-to-date child care information. Families can access resource and referral information either in-person, on line, or by phone. Wu Yee also houses a database, where providers can provide contact information on their center, current rates, current vacancies, and other pertinent information. An additional aspect of consumer engagement also includes supporting parents in determining eligibility for child care payment assistance, scholarships, and subsidies.

Materials and services used for consumer engagement must be culturally and linguistically appropriate. Materials will be translated into Chinese and Spanish. In addition, Resource and Referral Specialists communicate and engage with parents in their first language, and workshops are also conducted in parents' home language to ensure true understanding of the information shared.

Provider training

Outside of the Integrated Services grant and scope of work, Wu Yee also offers various quality improvement programs to support child care providers, and help those who seek to become providers, in addition to supporting programs to reach Tier 3 in their quality rating. Wu Yee implements the Child Care Provider Training program which offers professional and business development support for family child care providers in San Francisco. This program provides training, technical assistance, one-on-one coaching, consultation, and financial support. These resources are offered across the spectrum of provider needs, including those participants who are seeking to start a new program, providers that are looking to expand current programs, and for programs that seek ongoing quality improvement. Support offered also includes assisting participants in applying for initial licensure to operate a family child care business, and supporting current providers operating a licensed facility with retaining or expanding their businesses and applying for subsidy.

The community hub approach that will be implemented as part of Wu Yee's integrated services allows for a coordination of services in terms of training and technical assistance. Based on the federal goals outlined, providers should have access to trainings that prepare child care staff to work with different age groups, English learners, and children with disabilities. In addition, child care providers will have access to technical assistance to best support quality improvements. This includes a professional development plan,

created in partnership with provider support staff. To the extent possible professional development is customized based on multiple sources of evaluative data and conducted in small group cohorts with initialized follow up from content coaches and consultants for fidelity of practice.

C. Grantee will provide the following CalWORKs Outreach, Education, and Application Assistance Services:

- Educate families accessing Grantee's services about CalWORKs program and its array of benefits and services.
- Organize and coordinate with CalWORKs liaison to ensure families attend appointments at the HSA office at 170 Otis Street. Accompany families to appointments as needed.
- Assist families in navigating the CalWORKs application process
- Work together with HSA to develop culturally appropriate CalWORKs outreach materials and to provide feedback on existing CalWORKs materials.
- At the end of 6 months, Grantee and HSA will meet to review and evaluate progress towards services and outcome objectives adjusting objectives as needed.

V. LOCATION OF SERVICES

Grantee shall operate at 827 Broadway Street, San Francisco, California 94133, and other hub locations to be determined with OECE.

VI. SERVICE OBJECTIVES

On an annual basis, Contractor will meet the following service objectives:

A. Subsidy Administration Early Learning Scholarships SERVICE OBJECTIVES:

1. ELS City (Voucher and Reserved): Provide case management services to the families of a monthly average of 474 children served by fiscal year end. (Average July thru June). *This number may need to be adjusted over the grant period.*
2. Fiscal leveraging: Screen 100% of all families for State subsidy eligibility prior to enrollment in any ELS-City subsidy and at a minimum annually thereafter.
3. Case Management and Payment Processing MOU: In partnership with Children's Council of San Francisco, submit by **September 30, 2017** to OECE a draft Memorandum of Understanding (MOU) specifically outlining the policy and procedures for inter-agency transfers of the case management and payment processing functions when an ELS-City subsidized family is determined State subsidy eligible and currently being case managed by Wu Yee Children's Services.
4. Subsidy Administration Reporting: Provide accurate **monthly** projections and revenue reports based on the program budget allocations.

B. Resource and Referral SERVICE OBJECTIVES:

1. 1,000 target population families will be offered comprehensive counseling and referral services (including enrolling them on SF3C if appropriate) in multiple languages in person, over the phone, and via email, during operating hours of at least 9am-5pm during the week, including at least one follow-up contact within 30 days of making the referral.
2. An additional 500 low-income families will be offered comprehensive counseling and referral services (including enrolling them on SF3C if appropriate) in multiple languages in person, over the phone, and via email, during operating hours of at least 9am-5pm during the week, including at least one follow-up contact within 30 days of making the referral.
3. Coordinate with the other local R&R to deliver counseling and child care R&R services, pre-screen non-CalWORKs clients for alternative child care subsidies and distribute diapers as part of the San Francisco Diaper Bank program at the child care kiosk located at the HSA office at 170 Otis.
4. Develop a comprehensive outreach plan that maximizes engagement of target population families approved by OECE by October 1, 2017. Begin implementation by October 15, 2017.
5. Outreach to a minimum of 2,000 target population families in Year 1, and a higher number to be determined in partnership with OECE in subsequent years.
6. Provide robust, user-friendly online information about the types of financial support available to pay for child care and how families can determine their eligibility for financial support.
7. Screen at least 300 target population families for additional needs beyond child care, and direct them to the appropriate community resources.
8. Provide a minimum of 7 CPR/First Aid Trainings targeting licensed providers qualified through the ELS NOFAs. Coordinate with the other local R&R in terms of scheduling and languages offered.
9. Collaborate with OECE and the other local R&R to adopt a method for both R&Rs to share identified fields about providers through a cloud based system. Both R&Rs also agree to identify a uniform, mutually agreed upon definition and citywide approach to collecting "real-time" vacancy data for providers. OECE will resource the technology-related costs for this uniform approach. Both R&Rs agree to implement the mutually agreed upon approach with flexibility for each R&R to maintain their unique culture that is responsive to providers and families.
10. Actively participate in at least 6 collaboration meetings with OECE and the other local R&R, to ensure that services are provided efficiently and without duplication of efforts.
11. Grantee will create and deliver monthly ad hoc reports about the populations accessing services.

C. Outreach, Education and Application Assistance SERVICE OBJECTIVES:

1. Screen 750 Chinese families for CalWORKs eligibility per year
2. Create a minimum of 5 new culturally appropriate outreach materials that are approved by CalWORKs HSA
3. A minimum of 6 bi-monthly CalWORKs 101 workshops in Chinese per year
4. Quarterly focus groups with eligible clients who do not enroll into CalWORKs

5. Produce a year-end report summarizing the challenges and success of the first year.

Months 1-3

1. Conduct at least 1 CalWORKs 101 workshop in Chinese.
2. Develop at least 2 new culturally appropriate outreach materials that are approved by CalWORKs Human Services Agency

Months 4-6

1. Connect at least 20 families per month to the appointments at 170 Otis and assist in navigating the CalWORKs application process
2. Meet with the Human Services Agency to assess the first six months work and to adjust objectives to reflect learned challenges and outcomes.

Months 7-12

1. Connect at least 30 families per month to the appointments at 170 Otis and assist in navigating the CalWORKs application process

VII. OUTCOME OBJECTIVES

On an annual basis, Contractor will meet the following service objectives:

A. Subsidy Administration Early Learning Scholarships OUTCOME OBJECTIVES:

1. In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 85% of served families who respond to the survey will rate the Grantee at least a three on a five-point scale regarding whether the Grantee was helpful in assisting with their child care needs.
2. In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 85% of child care providers will rate Grantee as at least a three on a five-point scale in each of the following: subsidy administration, payment accuracy, and payment timeliness.
3. Annually, Grantee will place a minimum of 85% of families who are ELS-City subsidized and become State subsidy eligible in a State funded program.
4. Grantee will ensure adequate enrollment to utilize a least 97% of the ELS-City (Voucher and Reserved) funding (excluding FCS) child care subsidy funding available.

B. Resource and Referral OUTCOME OBJECTIVES:

1. A minimum of 90% of target population families with an approved subsidy will be given referrals to available child care openings, once a citywide approach to vacancies has been implemented. A minimum of 70% will rate their child care as satisfactory during a follow up 3 months after placement.

2. A minimum of 80% of target population families responding to an annual anonymous multi-lingual survey will rate online R&R information as helpful in determining the child care subsidies for which they qualify.
3. A minimum of 80% of target population families responding to an annual anonymous multi-lingual survey will rate R&R services as helpful in finding a quality care arrangement that meets their needs.
4. A minimum of 90% of providers attending CPR and First Aid training will rate the training as effective, provider-friendly, convenient, and culturally relevant.
5. Increase the number of referrals and families' connection to community resources by 10% in Year 1, compared to a mutually agreed upon baseline year of data.

C. Outreach, Education, and Application Assistance OUTCOME OBJECTIVES:

1. A minimum of 50% of families who are connected to their appointments will successfully enroll in CalWORKs annually

VIII. REPORTING REQUIREMENTS

Any change in state reporting requirements shall supersede the following grant requirements.

A. Report Schedule

Monthly reports shall be sent no later than the 25th day following the end of the respective reporting period. An annual final report for final adjustments shall be submitted by July 31 for the fiscal year ending June 30. Quarterly and annual reports shall be sent no later than the last day of the month following the end of the respective reporting period.

Grantee shall provide the following information:

B. Monthly Subsidy Reports

1. By program: Parent name, number of unduplicated children and unduplicated families, number of children per parent and amount of child care paid. The report will provide monthly and cumulative statistics including type of care provided. Monthly reports will clearly track comparative monthly tracking of children served/amount paid/average cost per child per month. Reports will meet state and federal tracking requirements.
2. Grantee will participate in evaluation requests pertaining to ELS activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, Grantee and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by OECE.

3. Provide a monthly summary report on subsidy child care projections and enrollments that illustrates the achievement of the subsidy Service Objectives identified above.
4. Provide bi-annual subsidy and licensing data updates to be coordinated with OECE investments and other city funded investments previously tracked through Geomap. This data will also be used for CPAC Needs Assessment updates.
5. Grantee shall be responsible for all state and federal reporting requirements including, but not limited to: unduplicated child counts, type of care received, cases where no care was available, federal and non-federal child care cases and state contract renewal application processes. Coding for fiscal claiming will be maintained and modified as state policy changes require.
6. Grantee shall develop and deliver ad hoc reports (for zip code, etc.) as requested by the Department for the purpose of analyzing the impact or potential impact of proposed and actual state policy changes and for the CPAC Needs Assessment.
7. Grantee shall comply with all state reporting requirements and changes in reporting per state deadlines.
8. OECE shall provide Grantee with All County Letters, Contract Letters, Applications for Refunding, and other communications from the California Department of Social Services and the California Department of Education, as relevant.

C. Quarterly Reports

1. Grantee will submit a quarterly R&R report, which at a minimum will include: demographic information (including, home residence, ages of children, and income level) of users of R&R services, types of R&R services used broken down by demographic information, and summary data of requests made by OECE
2. Grantee will submit a third quarter report to summarize the achievement of the service and outcome objectives for Subsidy Programs for the first three quarters of the grant term. This report shall also include summary demographic information - gender and ethnicity of the unduplicated clients served over the three quarter period. This report is due by April 30 of each year.
3. Develop voucher quality penetration reports, detailing the number of vouchers enrolled during the quarter in San Francisco licensed providers.

D. Annual Reports

1. Grantee will provide annual performance report regarding progress on service objectives for subsidy programs.
2. Grantee shall provide an annual report on the demographics of the child care providers by zip code.

- E. Grantee will produce subsidy system ad hoc reports relevant for child care planning and eligibility confirmation for evaluations and research as requested

by the DHS Child Care Manager and as deemed as appropriate by the Grantee and the Department. Grantee shall develop and deliver ad hoc reports (for zip code, rate change projections, level of care utilization, concurrent eligibility of families in other programs, etc.) as requested by the Department.

F. Audit Response

Grantee will produce and submit corrective action plans related to any state and local audits, including, but not limited to, APMU (Alternative Payment Monitoring Unit reviews.)

G. Monthly subsidy projection reports are to be submitted via email to the following:

1. Chief Operating Officer, (Sandra.Naughton@sfgov.org), and
2. Subsidy Analyst, (Jason.Holthe@sfgov.org)
3. Contract Manager, (Terrance.Thibodeaux@sfgov.org)

H. All other reports including Monthly, Quarterly and Annual Reports will be entered into the Contracts Administration, Reporting, and Billing Online database (CARBON). For assistance with reporting requirements or submission of reports, contact staff listed in Section G listed above.

IX. MONITORING ACTIVITIES

A. Program Monitoring: Program monitoring will include review of case files, Grantee development and training activities, program policies and procedures, accessibility and cultural competence of program materials, role patterns/job descriptions, reporting requirements, client data tracking and back-up documentation for reporting progress towards meeting service and outcome objectives.

B. Fiscal Compliance and Grant Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, sub-grants, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E
1					Appendix B, Page 1
2	HUMAN SERVICES AGENCY BUDGET SUMMARY				
3	BY PROGRAM				
4	Name			Term	
5	Wu Yee Children's Services			July 1, 2017 - June 2020	
6	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>				
7	If modification, Effective Date of Mod. No. of Mod.				
8	Program: Early Care and Education (ECE) Integrated Services - ELS				
9	Budget Reference Page No.(s)				
10	Program Term	07/2017 - 06/2018	07/2018 - 06/2019	07/2019 - 06/2020	Total
11	Expenditures				
12	Salaries & Benefits	\$1,012,906	\$1,039,851	\$1,067,535	\$3,120,292
13	Operating Expense	\$244,715	\$242,921	\$240,893	\$728,529
14	Subtotal	\$1,257,621	\$1,282,772	\$1,308,428	\$3,848,820
15	Indirect Percentage (%)	15%	15%	15%	15%
16	Indirect Cost (Line 16 X Line 15)	\$188,643	\$192,416	\$198,264	\$577,323
17	Capital Expenditure				\$0
18	Subtotal w/o Pass-Through	\$1,446,264	\$1,475,188	\$1,504,692	\$4,426,143
19	Direct Client Pass-Through	\$8,257,568	\$8,257,568	\$8,257,568	\$24,772,704
20	Total Expenditures	\$9,703,832	\$9,732,756	\$9,762,260	\$29,198,847
21	HSA Revenues				
22	General/Local Fund				\$0
23	ELS	\$9,208,840	\$9,227,865	\$9,247,271	\$27,683,976
24	R&R (6%)	\$23,279	\$23,745	\$24,220	\$71,244
25	CalWORKs Outreach (36%)	\$36,520	\$39,291	\$40,077	\$117,888
26	R&R Fed (94%)	\$364,711	\$372,005	\$379,445	\$1,116,160
27	CalWORKs Outreach Fed (64%)	\$68,481	\$69,850	\$71,247	\$209,578
28					
29					
30	TOTAL HSA REVENUES	\$9,703,831	\$9,732,756	\$9,762,260	\$29,198,846
31	Other Revenues				
32					
33					
34					
35					
36					
37	Total Revenues	\$19,840,853	\$19,907,387	\$19,975,211	\$59,723,431
38	Full Time Equivalent (FTE)	13.63	13.63	13.63	13.63
39					
40	Prepared by: John Uselman	Telephone No.: 415-230-7504		Date: 5/16/2017	
41	HSA-CD Review Signature:				
42	HSA #1	10/6/7502			

Program Name: Early Care and Education (ECE) Integration Services - Resource and Referral
 (Same as Line 9 on HSA #1)

Operating Expense Detail

11	TERM	07/2017 - 06/2018	07/2018 - 06/2019	07/2019 - 06/2020	TOTAL
12	Expenditure Category		ELS		\$
13	Rental of Property Allocated by the organization to each program according to FTE, assuming 100 sqft per FTE. (see cost allocation.) Rent is budgeted at \$3 per sqft. (\$3.00 X 12 mos. X 3.63FTE X 100SQFT, total \$13,068).	\$13,068	\$13,058	\$13,068	\$39,204
14	Utilities (Elec, Water, Gas, Phone, Beavenger) Estimated at \$600 per FTE, annually, for office and meeting facilities, for 3.79FTE. (\$600 x 3.63 FTE, total of \$2,178)	\$2,178	\$2,178	\$2,178	\$6,534
15	Office Supplies, Postage Funds for supplies needed to maintain program and administrative operations, a comparative price analysis is conducted to ensure the lowest market rate. Examples of office supplies include: envelopes, copier paper, pens, toner, computer supplies, training supplies, binders, staples, paper clips, etc.(\$1,200/per staff member, annually, 3.63 FTE.)	\$4,356	\$4,356	\$4,356	\$13,068
16	Building Maintenance Supplies and Repair Estimated \$10.87 per square foot, 100 square feet per employee. (\$10.87 X 100SQFT X 3.63FTE total \$3,946).	\$3,946	\$3,946	\$3,946	\$11,838
17	Printing and Reproduction Printing and Reproduction includes all printed material and copier leases, toner and paper for program. Estimated at \$600 per FTE, annually. (\$600 X 3.63 FTE, total of \$2,178)	\$2,178	\$2,178	\$2,178	\$6,534
18	Insurance General Insurance is estimated to be \$271.74 per FTE, annually, for 2017. (\$271.74 X 3.63 FTE, total of \$986).	\$986	\$986	\$986	\$2,958
19	Staff Training: Registration for ELS staff to attend CAPP in Sacramento, 3 staff, 3 days, \$1,285/person, \$3,855, allocated 60% to this funding for total of \$2313.	\$2,313	\$2,313	\$2,313	\$6,939
20	Staff Travel (Local & Out of Town): Support for staff in completing local outreach, Provider training, community meetings, and statewide meetings. Monthly bus pass for 4 staff, \$93/month, 12 months, total of \$4,368.	\$4,368	\$4,368	\$4,368	\$13,104
21	CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE	\$0	\$0	\$0	\$0
22	CPR/First Aid Certification Training: Costs to have staff certified as CPR/First Aid Trainers, 3 staff, \$1,000/staff, total \$3,000, for year one. One staff member in years two and three, allowing for staff turn over.	\$3,000	\$1,000	\$1,000	\$5,000
23	Graphic Designer: Support for design of R&R materials, aligning with Integrated Services model, \$2,000 contract.	\$2,000	\$2,000	\$2,000	\$6,000
24	OTHER				
25	OTHER				
26	OTHER				
27	Provider Training on CPR/First Aid: Support for equipment and materials \$200/training. Rental space for trainings, \$250/training. Scholarship resource to administer to licensed providers, \$45/provider. Year one, 6 trainings, 100 providers, total of \$7,200; Years two 9 trainings \$11,400 and three, 12 trainings each, 200 providers/year, \$12,600 total/year.	\$7,200	\$11,400	\$12,600	\$31,200
28	Technology: • Mobile Hotspot device for R&R Specialists cost \$50 / unit X 4 units = \$200 • 1 portable projectors to host workshops and training \$300 per unit X 1 = \$300 • Mobile scanners for each R&R Specialist to scan provider and family documents remotely \$100 per unit X 4 units = \$400 • Cell phone reimbursement = 3.6 staff (R&R staff only) at \$25 per month = \$1080	\$1,980	\$1,080	\$1,080	\$4,140
29	Outreach: \$1000 registration fee for participating in Sunday Street, annually; one family event per month, in English, Spanish, and Chinese, reaching 250 parents, \$271 for food and materials to host/event, \$200 for educational materials and incentives/event, \$500 each event, 12 events for a total of	\$5,730	\$5,730	\$5,730	\$17,190
30	Subscriptions and memberships: \$3,280 for National Database System subscription and \$4,894 for California Resource and Referral Network membership. (\$4,824 year 2 and \$4,877 year 3.)	\$8,174	\$8,104	\$8,157	\$24,435
31					
32					
33					
34	TOTAL OPERATING EXPENSE	\$61,477	\$62,707	\$63,950	\$188,144
35					
36	HEA #3				10/28/2016

	A	B	C	D	E	F	G	H	I	J	K
1											
2											
3											
4	Program Name:										
5	CalWorks Outreach										
6	(Same as Line 9 on										
7	HSA #1)										
8											
9											
10											
11											
12	Operating Expense Detail										
13	Expenditure Category										
14	Rental of Property										
15	Allocated by the organization to each program according to FTE, assuming 100 sqft per FTE. (see cost allocation.) Rent is budgeted at \$4 per sqft. (\$4.00 X 12 mos. X 1.00FTE X 100SQFT total \$4800).										
16	Utilities (Elec, Water, Gas, Phone, Scavenger) Estimated at \$600 per FTE, annually, for office and meeting facilities, for 1.00FTE. (\$600 x 1.00 FTE, total of \$600)										
17	Office Supplies, Postage Funds for supplies needed to maintain program and administrative operations, a comparative price analysis is conducted to ensure the lowest market rate. Examples of office supplies include: envelopes, copier paper, pens, toner, computer supplies, training supplies, binders, staples, paper clips, etc.(\$1,200/per staff member, annually, 1.00 FTE.)										
18	Building Maintenance Supplies and Repair Estimated \$10.87 per square foot, 100 square feet per employee. (\$10.87 X 100SQFT X 1.00FTE total \$1087).										
19	Printing and Reproduction Printing and Reproduction includes all printed material and copier leases, toner and paper for program. Estimated at \$600 per FTE, annually. (\$600 X 1.00 FTE, total of \$750)										
20	Insurance General Insurance is estimated to be \$271.74 per FTE, annually, for 2017. (\$271.74 X 1.00 FTE, total of \$272).										
21	Staff Training and Meetings: Work related skill training opportunities for staff, at their request \$1,000/registration, 1 staff total of \$1000										
22	Staff Travel (Local & Out of Town): Support for staff in completing local outreach, community meetings. \$91 for Clipper X12monthsX1.00 FTE										
23	Outreach Materials - Products and materials to distribute to potential clients, designer for graphics directed at needs and eligibility for Calworks eligible families										
24											
25	OTHER										
26											
27	Technology: Mobile Hotspot device for cost \$50 / unit X 1 units = \$50/ Mobile scanners to scan client documents remotely \$100 per unit X 1 units = \$100 / Cellphone reimbursement for 1.00 FTE at \$25/Month=300										
28	CalWorks Focus Groups: 9 events per year at \$500 per event. Costs include Child Care, incentives, materials and food										
29	Translation:										
30	Software/licenses:										
31											
32											
33											
34											
35	TOTAL OPERATING EXPENSE										
36											
37	HSA #3										

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved grant budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the grant agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been

rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: Federal _____ CFDA or other Identification #: _____
1. 93.558 – California Department of Social Services
2. 93.596 – California Department of Education

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 10 business days after receipt of the invoice.
- VII. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.

2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
 3. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

Appendix D – Interests In Other City Grants

** Subgrantees must also list their interests in other City contracts

City Department or Commission	Date of Contract	Amount of Contract
First 5 San Francisco	7/1/17 – 6/30/18	\$ 309,000
Mayor's Office of Housing and Community Development	7/1/17 – 6/30/18	\$ 45,000
Mayor's Office of Housing and Community Development	7/1/17 – 6/30/18	\$ 150,000
Mayor's Office of Housing and Community Development	7/1/17 – 6/30/18	\$ 110,315

Appendix E-Permitted Subcontractors

NONE

Appendix F - Federal Award Information for Subrecipients

Service	CFDA	CFDA Title	Other Name, if any	Federal awarding agency	Known (and anticipated) Federal Prime Award Numbers and Award periods	Known Federal Award Date	Uniform Guidance Effective Date	Pass-Through Agency (from Federal to CCSF, if applicable)	Known (and anticipated) Pass-Through Award Identifying Information and Award periods	Federal award amount, Actual and Anticipating to CCSF	Research & Development Award?
Child Care Provider Associations and Networks	93.556	Temporary Assistance to Needy Families	CalWORKs	Department of Health and Human Services	1601CATANF for 5 years	10/07/2015 12/02/2015 01/19/2016	1/1/2015	California Department of Social Services	N/A: Annual subvention funding	Anticipating estimated \$63,030,000 annually	No
Trustline (Children's Council)	93.558	Temporary Assistance to Needy Families	CalWORKs	Department of Health and Human Services	1601CATANF for 5 years	10/07/2015 12/02/2015 01/19/2016	1/1/2015	California Department of Social Services	N/A: Annual subvention funding	Anticipating estimated \$63,030,000 annually	No
Resource & Referral (Children's Council)	93.558	Temporary Assistance to Needy Families	CalWORKs	Department of Health and Human Services	1601CATANF for 5 years	10/07/2015 12/02/2015 01/19/2016	1/1/2015	California Department of Social Services	N/A: Annual subvention funding	Anticipating estimated \$63,030,000 annually	No
Child Care Subsidies - CAPP (Children's Council)	93.596	Child Care Mandatory and Matching Funds of the Child Care and Development Fund	CAPP Alternative Payment	Department of Health and Human Services	Not available at this time	Not available at this time	7/1/2015	California Department of Education	CAPP5051 for 7/1/2015 - 6/30/2016 CAPP6051 for 7/1/2016 - 6/30/2017 CAPP7051 for 7/1/2017 - 6/30/2018 CAPP8051 for 7/1/2018 - 6/30/2019 CAPP9051 for 7/1/2019 - 6/30/2020	Anticipating approximately \$379,550 for 7/1/2018 - 6/30/2017 Anticipating similar amount in future years	No
Child Care Subsidies - CalWORKs	93.558	Temporary Assistance to Needy Families	CalWORKs	Department of Health and Human Services							
Family Child Care Quality Network	93.558	Temporary Assistance to Needy Families	CalWORKs	Department of Health and Human Services	1601CATANF for 5 years	10/07/2015 12/02/2015 01/19/2016	1/1/2015	California Department of Social Services	N/A: Annual subvention funding	Anticipating estimated \$63,030,000 annually	No
Family Child Care Provider Association	93.558	Temporary Assistance to Needy Families	CalWORKs	Department of Health and Human Services	1601CATANF for 5 years	10/07/2015 12/02/2015 01/19/2016	1/1/2015	California Department of Social Services	N/A: Annual subvention funding	Anticipating estimated \$63,030,000 annually	No

Appendix G

Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Grant Amendment, and Professional Services Agreement documents.

A. **City** means the City and County of San Francisco.

B. **Subaward** means an award provided by a pass-through entity (e.g. the City) to a **Subrecipient** for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient

- i. Has programmatic decision-making responsibility within the Scope of Services of the agreement
- ii. May determine client eligibility for the federal program
- iii. In accordance with its agreement, uses the Federal funds to carry out all or part of Federal a program, as opposed to providing goods or services to help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

C. **Third Party Subaward** means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

D. **Contract and/or Subcontract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Subcontracts, as opposed to Subawards, include but are not limited that to a **Subcontractor**

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Contract
- ii. Does not determine client eligibility for the federal program
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

E. **Third Party Subcontract** means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

- A. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this agreement.

III. Requirements for Pass-Through Entities (2 CFR §200.331)

- A. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement the Subrecipient shall include
 - i. Federal award information as specified in 2 CFR §200.331(a)(1) to the best of its knowledge.
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward.
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or. If no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part; and
 - v. Appropriate terms and conditions concerning closeout of the Subaward.
- B. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement, the Subrecipient agrees to
 - i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (iii) of this section,
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.207 Specific conditions.
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.331(d) and (e) for specific requirements.

- iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements.
- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.338 Remedies for noncompliance of this part and in program regulations.

IV. Procurement Compliance (2 CFR §200.318 through .326)

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following
- B. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding contracts only to responsible contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; and maintaining records sufficient to detail the history of procurements.
- C. Providing full and open competition as per 2 CFR § 200.319
- D. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

V. Cost Principles Compliance (2 CFR §200 Subpart E).

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this agreement with the City. This includes but is not limited to compliance with the following
- B. §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - ii. Be incorporated into the official records of the Subrecipient;
 - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100% of compensated activities;

- iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
- v. Comply with the established accounting policies and practices of the Subrecipient;
- vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii)).
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100% on the same Federal program, or equivalent documentation as supporting documentation.

VI. Equal Employment Opportunity Compliance *(applicable to all construction agreements awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c))*
Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VII. Davis-Bacon Act Compliance *(applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*
Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VIII. Copeland Anti-Kickback Act Compliance *(applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

IX. Contract Work Hours and Safety Standards *(applicable to all agreements awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e))*

- A. Compliance:** Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests (2 CFR §200 Appendix II(f) and 2 CFR §200.315)

- A. Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).
- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal government to the City.

XI. Debarment and Suspension (applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h))

- A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any third party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR §180.220.
- B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

XII. Byrd Anti-Lobbying Certification *(applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(i) and by inclusion, 45 CFR Part 93)*

A. Subrecipient hereby certifies, to the best of his or her knowledge and belief, that

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

- B.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by section 1352, title 31, U.S. Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. Single Audit Requirements

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies

- A.** The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's

mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.

B. Further, all provisions of each Federal Awarding Agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.

- i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
- ii. US Department of Housing and Urban Development: (no exceptions or additions)
- iii. US Department of Education: (no exceptions).
- iv. US Department of Agriculture: 2 CFR Part 400

XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude Requirements for Pass-Through Entities) financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

Appendix H

Federal Requirements: Provisions for Subawards and Subcontracts of Department of Health & Human Services Administration for Children and Families Funds, and Matching Funds to those Federal Funds

- I. In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, the "Drug-Free Workplace Act of 1988," all grantees and subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment (2 CFR Part 328).
- II. Religious organizations are eligible, on the same basis as any other organization, to participate in federally-funded programs for which they are otherwise eligible. No Subrecipients shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation (45 CFR 87).
- III. Direct Federal grants, subawards, and contracts under these programs shall not be used to support inherently religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (45 CFR 87).
- IV. In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children's services and that all sub grantees shall certify compliance accordingly.
- V. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the

award term, go to: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

- VI. In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household consideration are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
- a. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - b. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - c. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- VII. Unless superseded by program-specific regulations, Federal funds under this award may not be used for construction or purchase of land.
- VIII. To the greatest extent practicable, all equipment and products purchased with Federal funds shall be American-made (Public Law 103-333, Section 507).

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT

TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND WU YEE CHILDREN'S SERVICES

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2019**, in San Francisco, California, by and between **Wu Yee Children's Services, 827 Broadway St., San Francisco, CA 94133**, hereinafter referred to as "Grantee", and the City and County of San Francisco,

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **increase the contract amount, and update standard contractual clauses** and,

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

NOW, THEREFORE, Grantee and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated **July 1, 2017** between Grantee and City.

b. **Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty-Nine Million, One Hundred Ninety-Eight Thousand, Eight Hundred Forty-Six Dollars**

(\$29,198,846) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Two Million, Nine Hundred Nineteen Thousand, Eight Hundred Eighty-Five Dollars (\$2,919,885) for the period from July 1, 2019 to June 30, 2020, may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Thirty-Two Million, One Hundred Eighteen Thousand, Seven Hundred Thirty-One Dollars (\$32,118,731) for the period from July 1, 2017 to June 30, 2020.

Such section is hereby replaced in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed Thirty-Eight Million, Two Hundred Fifteen Thousand, Four Hundred Twenty-Three Dollars (\$38,215,423) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to One Million, Three Hundred Forty-Three Thousand, Six Hundred Eleven Dollars (\$1,343,611) for the period from July 1, 2019 to June 30, 2020, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Thirty-Nine Million, Five Hundred Fifty-Nine Thousand, Thirty-Four Dollars (\$39,559,034) for the period from July 1, 2017 to June 30, 2020.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement as Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (b) **Appendix A.** Appendix A, of the agreement describes the services to be provided.

Such section is hereby replaced in its entirety by an amended Appendix A, Services to be Provided, pgs 1-16.

- (c) **Appendix B.** Appendix B, Calculation of Charges, pp. 1-8 of the Agreement displays the original total amount of \$29,198,846.

Such section is hereby replaced in its entirety by an amended Appendix B, Calculation of Charges, pp. 1-8, which displays the budget as herein modified.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2019.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Appendix A: Scope of Services to be Provided
Wu Yee Children's Services
Early Care and Education (ECE) Integrated Services
July 1, 2017 to June 30, 2020

I. Purpose of Grant

The purpose of this grant is to provide Early Care and Education Integrated Services. The Grantee is central to the implementation of the OECE Citywide Plan for Early Care and Education (ECE), through the effective leveraging of state and federal child care subsidy opportunities for families as well as supporting the Early Learning Scholarship (ELS) goals of continuity of care and choice in high quality care options for families.

The ECE Integrated Services Grantee will manage:

- Oversight of the local Early Learning Scholarship child care subsidy and eligibility system that includes:
 - Client eligibility and need determination, according to program type
 - Subsidy enrollment
 - Child care provider services, including orientation to voucher reporting
 - Rate setting for subsidy payments according to state and/or local policies
 - Administration and issuance of provider payments
 - State noticing/informing requirements and due process rights for applicants and enrolled families
 - Coordination and leveraging of the citywide subsidy system to ensure state and federal dollars are used before city/county funding whenever possible
- Tracking and reporting to assist with citywide planning related to utilization.
- Outreach and support to families through comprehensive ECE Resource and Referral services.

The overall program goals are to:

- Improve our system to seamlessly connect families to quality choices in a timely way;
- Broker assistance to pay for services when needed;
- Ensure providers are paid an enhanced local rate to support quality programming, while leveraging federal and state funding whenever possible; and
- Promote continuous participation in quality programs for children among target populations.

II. Definitions

0-5 Continuity	Target Population families who lose subsidy eligibility for state funding may continue in care until their child reaches kindergarten with annual eligibility redeterminations for state/federal funding
AP	Alternative Payment state contracted child care vouchers; AP Agencies are those public or private non-profit

	agencies contracting with California Department of Education to administer child care voucher programs
CalWORKs	California Work Opportunity and Responsibility to Kids, welfare-to-work program for families receiving Temporary Aid to Needy Families (TANF) cash aid.
CAPP	California Alternative Payment Program
CDE	California Department of Education
CDSS	California Department of Social Services
Comprehensive Fiscal Analysis (CFA)	The Comprehensive Fiscal Analysis was conducted by a national team of experts, providing an inventory of federal, state, and local investments. It proposes, approaches, and models for restructuring San Francisco's local early care and education investments. The CFA proposals and analysis is fundamental to the ELS redesign for the city. http://sfoece.org/wp-content/uploads/2016/04/CFA-Report.pdf
CPAC	Childcare Planning and Advisory Council
DHS	San Francisco Department of Human Services, a division of HSA
ELS	San Francisco Early Learning Scholarships, which are local funds: 1) fully funded to the QRIS Tier 3 Cost; or 2) are an enhancement to a state or federally subsidized child, to reimburse at QRIS Tier 3. OECE may determine, over time, changes in costs or tiers for ELS reimbursement.
ELS-Bridge	Early Learning Scholarship (ELS) Bridge provides continuity of care for families who have lost eligibility in local and/or state subsidy programs. All low-income families receive continuity through the program year, while target population families may receive continuity until the child reaches kindergarten.
ELS-City	Early Learning Scholarships for which the city is paying the full tuition to the Tier 3 cost of quality.
ELS-Gap	Early Learning Scholarship (ELS) GAP provides local funding to cover the "gap," when one exists, between the maximum state subsidy reimbursement rate (i.e., Regional Market Rate or Standard Reimbursement) and the local QRIS Tier 3

ELS-PFA	San Francisco's Preschool for All program offering universal free part-day preschool for four-year olds enrolled in PFA programs
HSA	San Francisco Human Services Agency
Low-Income	Families under 85% of the State Median Income as determined by the California Department Education
OECE	Office of Early Care and Education
P500	Project 500 is a San Francisco mayoral initiative that seeks to prevent the transfer of poverty from one generation to the next by providing meaningful pathways up and out of poverty, and by building an integrated and comprehensive system of care
Program Year Continuity	Low-income families who lose state subsidy eligibility may continue in care until the end of the program year, typically prior to fall through an ELS Bridge payment
QRIS	Quality Rating and Improvement System established by the State of California and adopted by San Francisco as a standard of quality. CA-QRIS Rating Matrix
QRIS State Quality Block Grant	CDE funded state stipends for quality in Title 5 contracted settings. Also the basis for a local program for non-state contractors participating in the quality system.
Reasonable Notice	Any state regulatory requirements (e.g., 14 calendar day Notice of Action for CalWORKs families) shall supersede all local contract requirements. Additional notice shall be provided when information is available. In City Child Care reasonable notice shall be 30 days. When Family & Children's subsidies are vouchered, reasonable notice shall be 30 days and will include notice to the child's Protective Services Worker in FCS.
Resource and Referral	Assisting parents in finding child care that best meets their family needs through the provision of robust, up-to-date information regarding licensed providers
San Francisco Waitlist	The San Francisco Waitlist is a new (to be released in October 2018) centralized eligibility and waiting list designed to assist families in connecting with quality early care and education options. Through real-time vacancy information and program and family profiles the new SF subsidy waitlist will better match family needs/preferences with available quality ECE program options.

San Francisco Citywide Plan for Early Care and Education	The San Francisco Board of Supervisor's approved Early Care and Education plan to align early education goals, frameworks, funding, and outcomes targeting children birth through age five
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III. Target Population

The San Francisco child care system serves the needs of 0-5 year olds with a focus on low-income families. Target Population families include: low-income African American children, low-income Latino children, low-income English Language Learners, families who are homeless, children at-risk of abuse and/or neglect or involved with child welfare, and children with special needs or disabilities.

Specific eligibility requirements for state funded programs are defined by their respective funding agencies (e.g., The California Department of Social Services funds CalWORKs Stage 1 which serves low-income CalWORKs eligible families while the California Department of Education funds CAPP which serves low-income families and CalWORKs Stages 2 and 3 which serves former CalWORKs aided families). Certain subsidy programs may also serve children 0 through 12 years of age. Early Learning Scholarship enhanced reimbursement rates are offered to qualified providers who achieve Tier 3 on the QRIS, subject to fund availability.

IV. Communications and Messaging

Grantee will work closely with OECE to ensure messaging alignment with respect to Grantee's communications with ECE programs, community and government agencies, stakeholders, parents, and other members of the public.

V. Description of Services

Grantee will provide the following Early Care and Education Subsidy Administration services:

- **Case Management:** Grantee will work across its internal departments to provide integrated case management services for target population and other subsidy eligible families to help them achieve their goals.
- **Fiscal Leveraging:** Grantee will balance family choice and fiscal leveraging. Grantee will counsel families on all applicable subsidized care options, emphasizing the importance of quality and at certification/recertification meetings, Grantee will screen families for state/federal subsidies to maximize the use of those funds to support families, whenever possible.
- **Continuity of Care** is a key component of the Office of Early Care & Education's design of programs and policies that support families' and children's consistent engagement in quality early learning experiences. If a family loses a state or federal subsidy, Grantee will work with OECE and its other Integrated Services Grantee to ensure the child is considered for an ELS-Bridge subsidy. Families will be served by the same Subsidy Specialist to ensure seamless

services. Grantee will assist in tracking the reasons families lose subsidy eligibility, with increased attention on those who fall out of eligibility at recertification.

- **Streamlining Services:** Grantee will continue to streamline all aspects of subsidy system administration and service delivery, with a focus on improving the experience for families and child care providers.

Need and eligibility

The process of determining need and eligibility in the ELS program will be mainly carried out by the Integrated Services Agencies' Family Specialists and/or Homeless Case Management Contractor (currently Compass Family Services). The Wu Yee Family Specialist position will share professional characteristics and core training with the Specialists in the Wu Yee R&R program in order to ensure a seamless approach across the elements. The Family Specialists will work directly with families to evaluate their eligibility for services. This process begins with an intake interview and needs assessment, using the same Initial Family Engagement approach included in R&R, Head Start and the FRC. The Initial Family Engagement tool will be adopted and added on to for the needs of ELS eligibility determination and administration, with an eye to maintaining the principles of the Head Start Parent, Family and Community Engagement Framework in the family approach.

The intake interview and assessment will focus on determining if families are eligible for ELS and are in the current target population. The intake process, whether enrolling new families or during re-certification, will also be used as a point to ensure leveraging of federal and state funding sources. To ensure the maximization of state and federal funds, Family Specialists will determine family eligibility using CalWIN Light and other data systems to support the family in applying for such programs. These federal or state programs will include CalWORKs, Head Start/Early Head Start and Title 5. Specialists will continue to support families through the application process, ensuring continuity of care.

In addition, family eligibility will be re-determined by the Specialists according to OECE's programmatic standards. Through work with the CalWORKs subsidy administrator (currently Children's Council of San Francisco) which uses the CC3 database, Wu Yee will work collaboratively to on an appropriate database interface for the transfer families across programs, addressing need and eligibility.

The Family Specialist will counsel and assist families in locating child care services, provide appropriate and timely support services to families and offer education on community resources. As part of this counseling and support to the target population families, the Specialist will ensure that families are supported in selecting a qualified provider, whether center-based or family child care, per the OECE provider qualification process. The Specialists will be focused on working with and enrolling families from the new San Francisco waitlist.

Engage with families and providers

The Family Specialists work individually with families to assist them in making child care arrangements, including supporting them when needed to remain in continuous care from birth to five years of age. In order to ensure quality child care counseling services provided to families, Family Specialists will continue to participate in extensive cross-training to enhance their knowledge of the Family Child Care Quality Network and the quality frame driving the ELS. Specialists will educate parents with consumer information regarding the criteria required of providers to become part of such programs. Family Specialists maintain a caseload of families who are accessing ELS, therefore families have a consistent, reliable relationship to support their child care needs. Additionally, through this relationship, Family Specialists will engage in other support activities to encourage parent-child relationship and engagement with early care and education programming. An example of such activities will be through regular emails sent to families (weekly or semi-monthly) with opportunities available in their community such as playgroups, workshops, parent or community events and articles on child development. These opportunities will support parent education and knowledge of child development, as well as increase parent knowledge and utilization of resources in their community. To ensure ongoing and open communication as part of family engagement and continual program improvement, Wu Yee will create informal and formal opportunities for feedback including a survey form for families to complete, possibly semiannually. This tool will support tracking of the family status, variables such as improvement of family life quality and family activities involving ECE; resources families need in other systems (housing, food, workforce and educational resources) and parental feedback on the program.

The ELS Specialists will use a parallel approach to engaging with providers, in order to facilitate a relationship-based approach that has long term benefits to the providers and the ELS system. Wu Yee will work with OECE to maintain accurate information on providers who are authorized as qualified ELS providers, as a result of the NOFA selection process. Provider engagement will also involve building the capacity of providers to use the Cocoa system and why utilizing the database is beneficial. In particular, with the ELS program new to all involved, training and support for providers should include supporting them in understanding the policies and procedures associated with this local subsidy approach. Provider requirements will be supported by utilizing the database, freeing up providers to focus more on quality of services. For instance, providers will be able to implement electronic sign in/out methods through Cocoa, which supports adhering to enrollment tracking and payment verification. Provider training will involve necessary supports for integrating these electronic functions in to their program operations. In order to support the administration of ELS funding to families who are homeless and with children with special needs, Wu Yee will need to apply community collaboration skills to partnering with the organizations that carry the contracts to deliver case management and the care to this population. These families receive wrap around supports tailored to their individual situation and their primary relationship is with the staff at these contractors, including Compass and Support for Families. Wu Yee's established partnership with these agencies to fully support families will be used to enhance ELS. For efficiencies in the administration of funding to support

their child care, Wu Yee will partner with these providers in the same manner as all providers. Important information about services, enrollment and tracking, as well as the funding needs will come from partners with the homeless case management partners.

In partnership with OECE, Wu Yee will ensure that all providers and families who are receiving local subsidies are aware they are supported by City funds, from OECE, administered by Wu Yee. The branding of materials with the OECE logo is an important step in supporting this understanding. Wu Yee plans to include the OECE logo on checks, receipts, envelopes, family notifications and child care certificates. Wu Yee will create and disseminate information sheets offering detail on the ELS program, with input and final approval by OECE. The language used on these information sheets will be implemented across all family and provider information vehicles, such as websites, apps, training materials and organizational brochures and forms.

Enrollments and payments

Specialists, in partnership with ELS supervisor and manager, are responsible for ensuring data on enrollments is complete and used in tracking and projecting of ELS utilization. Accurate enrollment information is important to the processing of provider payments as well as understanding the utilization needs of the ELS funding stream. Wu Yee will apply current enrollment tracking and projection methods to the full administration of ELS funding; these methods, including understanding family needs, communicating frequently with families and providers regarding needs, openings and eligibility, have resulted in consistently high utilization rates. Projections build on processing enrollment information and comparing it with monthly attendance data. Providers will be paid based on enrollments but attendance information is important to understanding the actual utilization of program slots and how this compares to enrollment projections. Family Specialists will continue to work with families and providers to ensure enrollment is utilizing at least 97% of ELS voucher funding.

All ELS staff at Wu Yee will be involved in providing customer service to providers related to eligibility and payments. Regarding payments, staff will be responsible for the calculation of payments, transparency in the calculation process and ELS policies, and administration of the funding through checks to providers.

In February 2016, Wu Yee launched the Care Portal, an online repository available through the subsidy database, automating access to and the return of completed attendance sheets, payment calculation, as well as explanations of payments, articulating the source of monthly funding that is proprietary to the agency. In Wu Yee's current subsidy administration, the tracking and check cutting system has been built to delineate each type and source of funding, both within the actual database and on the provider's payment check.

Other Services

- a. As instructed by OECE, Grantee will execute, amend, and terminate Early Learning Scholarship funding agreements.

- b. Ensure there are signed confidentiality agreements for all of its staff and members of collaborating agencies' staff that have access to sensitive and protected information of families.
- c. In the event of a declared emergency, staff may be engaged as part of the city's response to the disaster/declared emergency. Grantee agrees to ensure staff receive city Emergency Response training, to be planned and delivered in coordination with the HSA Emergency Response Coordinator.
- d. Monitor child care subsidy eligibility, authorization, and utilization as prescribed by CDE policies and procedures. Monitor compliance internally utilizing state procedures for compliance monitoring in order to maintain grant performance within state error rate level.

Child Care Resource and Referral

Wu Yee is a California Department of Education funded Resource and Referral program in San Francisco. With funding from the Office of Early Care and Education (OECE) Wu Yee will develop in partnership with OECE and the other citywide Child Care Resource and Referral Agency, Children's Council of San Francisco, coordinated strategies to deliver R&R services through an integrated citywide system that is responsive to providers and families pertaining to the integrated services grant. OECE recognizes Wu Yee's unique organizational culture, agency vision and strategic plan when delivering on this partnership. Wu Yee's R&R service delivery will include consumer education, quality and training, family and provider advocacy, and improved access to child care. By implementing the agency wide family engagement approach, comprehensive family assessment can take place. Therefore, a family that initially reaches out to inquire about child care is walked through a series of sensitive and culturally appropriate questions to identify what other supports they can benefit from, and for what other assistance programs they qualify. Providers also turn to Wu Yee when needing support around child care specific issues, support in addressing needs and gaps, and problem-solving in a team approach to ensure children are receiving the best care possible.

The level of comprehensive services and follow-up families receive is based on the complexity of needs that are initially identified in the family assessment process. Children in the target populations are provided with even more comprehensive counseling and enhanced referral services, and are followed for a specific time period in order to ensure that the coordinated resources and services they are provided with are meeting all identified needs.

Family engagement occurs through various channels, including direct outreach, marketing strategies, and community-wide events. Effective outreach consists of broader community events that are accessible to both participants and community members. Various sites across the city will be used as locations for events intentionally geared toward the target population, including health and family resource fairs for specific target populations. Wu Yee currently offers office hours at agencies serving high need families. This model of community centered hubs will continue to enhance targeted outreach into high need zip codes.

Intake and referral

All families accessing support from Wu Yee complete an initial needs assessment intake that staff use to identify appropriate programs and services to link families with all available resources, including child care, housing, employment assistance, and public benefits. Intake staff engage in a relationship-based discussion with families. This discussion identifies goals, strengths, and needs; all this information is then used to move a family to where their long-term service relationship will be. This discussion also allows staff to determine if families are eligible for multiple early learning programs such as EHS/HS, home visiting, or state funded programs. This system also allows for an expedited process, where families receive the most appropriate resources in the most efficient manner.

Wu Yee will use a relationship-based approach when working with providers who are also in need of information and support. Provider inquiries are tracked just as families are to ensure efficacy and appropriateness of support and information provided. Wu Yee also recognizes capacity building among front-line professionals outside of its own organization is imperative to improve the quality of intake and referral in the community. Therefore, partnering with the other R& R to deliver co-location services housed at the County HSA building will be implemented to best support families in receiving appropriate services, by increasing the capacity of County employees to best process clients through training opportunities and technical assistance. In addition, through the community hub model, Wu Yee will have R&R services physically available in different locations throughout the city supporting the level of quality that families receive when it comes to intake and referral. Wu Yee will strive to build the capacity of numerous community professionals to function like its own R&R staff through professional training and capacity building opportunities for providers and service partners, including EHS/HS staff, Title 5 providers, and possibly WIC staff.

Consumer Education:

One of the main components of R&R is strong consumer education. Wu Yee will move towards a consumer engagement model which aligns with federal goals in providing families required information on child care services, health and safety, assistance programs, developmental screenings, and quality ratings for providers. This is achieved through a two-way, mutually-respectful process that consists of outreach and awareness, consumer education, co-learning, and sharing of information.

The first step in consumer engagement is to partner with families in learning about child care options and quality factors. Wu Yee staff initiates this process by identifying existing resource and support systems, providing consultation on local early care and education programs, informing parents of subsidized care, assisting families with creating family profiles on the new San Francisco subsidy waitlist, and providing other resources and financial supports. Once referrals for child care are generated, staff will include the names of caregivers and contact information, and quality indicators for accreditation, group size, staff to child ratio, health and safety, and family involvement. Wu Yee will work with OECE and Children's Council of San Francisco to identify a

uniform, mutually agreed upon definition and citywide approach to collecting “real-time” vacancy data. OECE will resource the technology-related costs for this standard uniform approach while allowing both R&R’s to maintain their identity as individual service organizations and as state contractors. The focus of the effort will be on a shared R&R system across the two R&R organizations, with agreed upon provider data and data fields shared into a cloud based system for all licensed providers in San Francisco. Wu Yee will obtain consent from providers to share their data with the other R&R and with OECE. Each agency retains all privacy rights related to data and data fields unique to their agency outside the Integrated Services scope of work. Wu Yee clearly states to families that these are only referrals, and not recommendations. Families have access to information regarding procedures for licensing/ monitoring childcare providers and background checks. Wu Yee also makes provider-specific information, including the results of monitoring reports, available to families both in print and electronically.

Wu Yee recognizes that different modalities need to be in place for families to access accurate and up-to-date child care information. Families can access resource and referral information either in-person, on line, or by phone. Wu Yee also houses a database, where providers can provide contact information on their center, current rates, current vacancies, and other pertinent information. An additional aspect of consumer engagement also includes supporting parents in determining eligibility for child care payment assistance, scholarships, and subsidies.

Materials and services used for consumer engagement must be culturally and linguistically appropriate. Materials will be translated into Chinese and Spanish. In addition, Resource and Referral Specialists communicate and engage with parents in their first language, and workshops are also conducted in parents’ home language to ensure true understanding of the information shared.

Provider training

Outside of the Integrated Services grant and scope of work, Wu Yee also offers various quality improvement programs to support child care providers, and help those who seek to become providers; in addition to supporting programs to reach Tier 3 in their quality rating. Wu Yee implements the Child Care Provider Training program which offers professional and business development support for family child care providers in San Francisco. This program provides training, technical assistance, one-on-one coaching, consultation, and financial support. These resources are offered across the spectrum of provider needs, including those participants who are seeking to start a new program, providers that are looking to expand current programs, and for programs that seek ongoing quality improvement. Support offered also includes assisting participants in applying for initial licensure to operate a family child care business, and supporting current providers operating a licensed facility with retaining or expanding their businesses and applying for subsidy.

The community hub approach that will be implemented as part of Wu Yee’s integrated services allows for a coordination of services in terms of training and technical assistance. Based on the federal goals outlined, providers should have access to trainings that prepare

child care staff to work with different age groups, English learners, and children with disabilities. In addition, child care providers will have access to technical assistance to best support quality improvements. This includes a professional development plan, created in partnership with provider support staff. To the extent possible professional development is customized based on multiple sources of evaluative data and conducted in small group cohorts with initialized follow up from content coaches and consultants for fidelity of practice.

VI. Location and Time of Services

Grantee shall operate at 827 Broadway Street, San Francisco, California 94133, and other hub locations to be determined with OECE.

VII. Service Objectives

On an annual basis, Contractor will meet the following service objectives:

Subsidy Administration Early Learning Scholarships SERVICE OBJECTIVES:

1. ELS City (Voucher and Reserved): Provide case management services to the families of a monthly average of **550** children served by fiscal year end 2019 and a monthly average of **600** children served by fiscal year end 2020. (Average July thru June). *This number may need to be adjusted over the grant period.*
2. Fiscal leveraging: Screen **100%** of all families for State subsidy eligibility prior to enrollment in any ELS-City subsidy and at a minimum annually thereafter.
3. Case Management and Payment Processing MOU: In partnership with Children's Council of San Francisco, submit by **September 30, 2017** to OECE a draft Memorandum of Understanding (MOU) specifically outlining the policy and procedures for inter-agency transfers of the case management and payment processing functions when an ELS-City subsidized family is determined State subsidy eligible and currently being case managed by Wu Yee Children's Services.
4. Subsidy Administration Reporting: Provide accurate **monthly** projections and revenue reports based on the program budget allocations.

Resource and Referral SERVICE OBJECTIVES:

1. 1,000 target population families who directly contact the R&R or are assigned to the R&R via the new San Francisco subsidy waitlist will be offered comprehensive child care counseling and referral services (including enrolling them on the new SF subsidy waitlist, if appropriate) in multiple languages in person, over the phone, and via email, during operating hours of at least 9am-5pm during the week. New target population families assigned to the agency will have their application reviewed and be contacted for any additional information needed within 5 business days of submittal.
2. Target population families will receive at least one follow-up contact within 30 days of making the referral.

3. Target population families will receive at least one follow-up contact within 90 days after their child is placed in care.
4. Screen at least 330 target population families for additional needs beyond child care, and direct them to the appropriate community resources. Number will increase by 10% annually.
5. Offer an additional 500 low-income families who directly contact or are assigned to the R&R via the San Francisco waitlist comprehensive counseling and referral services (including enrolling them on SF3C if appropriate) in multiple languages in person, over the phone, and via email, during operating hours of at least 9am-5pm during the week, including at least one follow-up contact within 30 days of making the referral.
6. When the new wait list system is launched, work with the other R&R to call the ELS/PFA programs that do not have an email on record to inform them of the new system, and instruct them how to log in using their cell number.
7. To work collaboratively with the other R&R agency to resolve R&R data incompatibility or data quality issues.
8. When the new wait list system moves a family assigned to the R&R to unresponsive status after no update while family was in update status, within 5 business days the R&R will contact the family at least once using other communication methods. Timing of follow-up may be adjusted with OECE approval based on experience with new waitlist system.
9. When a target population family is matched through the new wait list system, the R&R will conduct one follow-up within 2 business days to check in on referral and enrollment process.
10. When a program marks a family unresponsive to a match, the R&R will follow-up with the family within 2 business days to confirm they were unresponsive.
11. When a program marks a family as provisionally enrolled, the R&R will follow-up with the family within 3 business days to provide them with assistance with enrollment paperwork and process.
12. Until R&R data sharing between the two R&Rs is achieved, Grantee will run a weekly vacancy report in the waitlist system that identifies vacancies reported and enter that information as appropriate into their respective NDS R&R database so that information can be used for referrals beyond ELS-Reserved, ELS Voucher, ELS Moderate and ELS Gap on Title 5 vacancies.
13. Coordinate with the other local R& R to deliver counseling and child care R&R services, pre-screen non-CalWORKs clients for alternative child care subsidies and distribute diapers as part of the San Francisco Diaper Bank program at the child care kiosk located at the HSA office at 170 Otis.
14. Outreach to a minimum of 2,000 target population families in Year 1, and a higher number to be determined in partnership with OECE in subsequent years.

15. Provide robust, user-friendly online information about the types of financial support available to pay for child care and how families can determine their eligibility for financial support.
16. Provide a minimum of 7 CPR/First Aid Trainings targeting licensed providers qualified through the ELS NOFAs. Coordinate with the other local R&R in terms of scheduling and languages offered. Enter all trainings for programs (regardless of funding source) and their attendees' participation into the California ECE Workforce Registry per the protocol supplied by OECE.
17. Collaborate with OECE and the other local R&R to adopt a method for both R&Rs to share identified fields about providers through a cloud based system. Both R&Rs also agree to identify a uniform, mutually agreed upon definition and citywide approach to collecting "real-time" vacancy data for providers. OECE will resource the technology-related costs for this uniform approach. Both R&Rs agree to implement the mutually agreed upon approach with flexibility for each R&R to maintain their unique culture that is responsive to providers and families.
18. Actively participate in at least 6 collaboration meetings with OECE and the other local R&R, to ensure that services are provided efficiently and without duplication of efforts.
19. Grantee will create and deliver quarterly and ad hoc reports about the populations accessing services.

VIII. Outcome Objectives

On an annual basis, Contractor will meet the following service objectives:

Subsidy Administration Early Learning Scholarships OUTCOME OBJECTIVES:

1. In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 85% of served families who respond to the survey will rate the Grantee at least a three on a five-point scale regarding whether the Grantee was helpful in assisting with their child care needs.
2. In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 85% of child care providers will rate Grantee as at least a three on a five-point scale in each of the following: subsidy administration, payment accuracy, and payment timeliness.
3. Annually, Grantee will place a minimum of 85% of families who are ELS-City subsidized and become State subsidy eligible in a State funded program.
4. Grantee will ensure adequate enrollment to utilize a least 97% of the ELS-City (Voucher) funding (excluding FCS) child care subsidy funding available.

Resource and Referral OUTCOME OBJECTIVES:

1. A minimum of 90% of target population families with an approved subsidy will be given referrals to available child care openings, once a citywide approach to vacancies has been implemented.

2. A minimum of 70% of families receiving an ELS Voucher or Reserved space will rate their child care as satisfactory during a follow up 3 months after placement.
3. A minimum of 80% of target population families responding to an annual anonymous multi-lingual survey will rate online R&R information as helpful in determining the child care subsidies for which they qualify.
4. A minimum of 80% of target population families responding to an annual anonymous multi-lingual survey will rate R&R services as helpful in finding a quality care arrangement that meets their needs.
5. A minimum of 90% of providers attending CPR and First Aid training will rate the training as effective, provider-friendly, convenient, and culturally relevant.

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of case files, Grantee development and training activities, program policies and procedures, accessibility and cultural competence of program materials, role patterns/job descriptions, reporting requirements, client data tracking and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Grant Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, sub-grants, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

X. Reporting Requirements

Any change in state reporting requirements shall supersede the following grant requirements.

Report Schedule

Monthly reports shall be sent no later than the 25th day following the end of the respective reporting period. An annual final report for final adjustments shall be submitted by July 31 for the fiscal year ending June 30. Quarterly and annual reports shall be sent no later than the last day of the month following the end of the respective reporting period.

Grantee shall provide the following information:

A. Monthly Subsidy Reports

- 1) By program: Parent name, number of unduplicated children and unduplicated families, number of children per parent and amount of child care paid. The report will provide monthly and cumulative statistics including type of care provided. Monthly reports will clearly track comparative monthly tracking of

children served/amount paid/average cost per child per month. Reports will meet state and federal tracking requirements.

- 2) Grantee will participate in evaluation requests pertaining to ELS activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, Grantee and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by OECE.
- 3) Provide a monthly summary report on subsidy child care projections and enrollments that illustrates the achievement of the subsidy Service Objectives identified above.
- 4) Provide bi-annual subsidy and licensing data updates to be coordinated with OECE investments and other city funded investments previously tracked through Geomap. This data will also be used for CPAC Needs Assessment updates.
- 5) Grantee shall be responsible for all state and federal reporting requirements including, but not limited to: unduplicated child counts, type of care received, cases where no care was available, federal and non-federal child care cases and state contract renewal application processes. Coding for fiscal claiming will be maintained and modified as state policy changes require.
- 6) Grantee shall develop and deliver ad hoc reports (for zip code, etc.) as requested by the Department for the purpose of analyzing the impact or potential impact of proposed and actual state policy changes and for the CPAC Needs Assessment.
- 7) Grantee shall comply with all state reporting requirements and changes in reporting per state deadlines.
- 8) OECE shall provide Grantee with All County Letters, Contract Letters, Applications for Refunding, and other communications from the California Department of Social Services and the California Department of Education, as relevant.

B. Quarterly Reports

- 1) Grantee will submit a quarterly R&R report, which at a minimum will include: demographic information (including, home residence, ages of children, and income level) of users of R&R services, types of R&R services used broken down by demographic information, and summary data of requests made by OECE
- 2) Grantee will submit a third quarter report to summarize the achievement of the service and outcome objectives for Subsidy Programs for the first three quarters of the grant term. This report shall also include summary

demographic information - gender and ethnicity of the unduplicated clients served over the three quarter period. This report is due by April 30 of each year.

- 3) Develop voucher quality penetration reports, detailing the number of vouchers enrolled during the quarter in San Francisco licensed providers.

C. Annual Reports

- 1) Grantee will provide annual performance report regarding progress on service objectives for subsidy programs.
- 2) Grantee shall provide an annual report on the demographics of the child care providers by zip code.

Grantee will produce subsidy system ad hoc reports relevant for child care planning and eligibility confirmation for evaluations and research as requested by the DHS Child Care Manager and as deemed as appropriate by the Grantee and the Department. Grantee shall develop and deliver ad hoc reports (for zip code, rate change projections, level of care utilization, concurrent eligibility of families in other programs, etc.) as requested by the Department.

Audit Response

Grantee will produce and submit corrective action plans related to any state and local audits, including, but not limited to, APMU (Alternative Payment Monitoring Unit reviews.)

Monthly subsidy projection reports are to be submitted via email to the following:

- Executive Director (Ingrid.Mezquita@sfgov.org)
- Deputy Director (Denise.Corvino@sfgov.org)
- Fiscal Strategies Manager, (Anthony.Tyson@sfgov.org)
- Senior Fiscal Strategies Analyst, (Jason.Holthe@sfgov.org)
- Fiscal Strategies Analyst, (Susanna.Cheng@sfgov.org)
- Senior Contracts Manager, (Elizabeth.Leone@sfgov.org)

All other reports including Monthly, Quarterly and Annual Reports will be entered into the Contracts Management System (CARBON). Contact information is above for assistance with reporting requirements or submission of reports.

HUMAN SERVICES AGENCY BUDGET SUMMARY

BY YEAR

Name Wu Yee Children's Services			Term July 1, 2017 - June 30, 2020			
(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>						
If modification, Effective Date of Mod. 7/1/2019 No. of Mod. 1						
Program: ECE Integrated Services - ELS 17-20						
Budget Reference Page No.(s)			Orginal	Modication	Revised	
Program Term	07/2017 - 06/2018	07/2018 - 06/2019	07/2019 - 06/2020			Total
Expenditures						
Salaries & Benefits	\$1,132,958	\$1,345,569	\$454,208	\$925,000	\$1,379,208	\$3,857,735
Operating Expense	\$289,717	\$271,121	\$91,519	\$186,380	\$277,899	\$838,738
Subtotal	\$1,422,676	\$1,616,690	\$545,727	\$1,111,381	\$1,657,108	\$4,696,473
Indirect Percentage (%)	15%	15%	15%	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$213,401	\$242,503	\$81,859	\$166,707	\$248,566	\$704,471
Capital Expenditure	\$12,410					\$12,410
Subtotal w/o Pass-Through	\$1,636,077	\$1,859,193	\$627,586	\$1,278,088	\$1,905,674	\$5,413,354
Direct Client Pass-Through	\$10,006,768	\$11,256,939	\$3,799,874	\$7,738,488	\$11,538,362	\$32,802,069
Total Expenditures	\$11,655,255	\$13,116,132	\$4,427,460	\$9,016,576	\$13,444,036	\$38,215,423
HSA Revenues						
Mixed funding (local, state, etc.)	\$11,655,255	\$13,116,132	\$4,427,460	\$9,016,576	\$13,444,036	\$38,215,423
TOTAL HSA REVENUES	\$11,655,255	\$13,116,132	\$4,427,460	\$9,016,576	\$13,444,036	\$38,215,423
Other Revenues						
Prepared by: Mark Tao	Telephone No.: 415-230-7504				Date: 4/12/2019	
HSA-CO Review Signature:						
HSA #1						

HUMAN SERVICES AGENCY BUDGET SUMMARY

BY YEAR

Name		Term			
Wu Yee Children's Services		July 1, 2019 - June 30, 2020			
(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>					
If modification, Effective Date of Mod. 7/1/2019		No. of Mod. 1			
Program: ECE Integrated Services FY19-20 - ELS Subsidy					
Budget Reference Page No.(s)	Original	Modification	Revised		
			FY 19/20		
Program Term			ELS Voucher	ELS Reserve	Total
Expenditures					
Salaries & Benefits	\$167,156	\$770,854	\$831,158	\$106,852	\$938,010
Operating Expense	\$27,559	\$190,274	\$193,019	\$24,814	\$217,833
Subtotal	\$194,715	\$961,128	\$1,024,177	\$131,666	\$1,155,843
Indirect Percentage (%)	15%	15%	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$29,207	\$144,169	\$163,627	\$19,750	\$173,376
Capital Expenditure					
Subtotal w/o Pass-Through	\$223,922	\$1,105,297	\$1,177,803	\$151,416	\$1,329,219
Direct Client Pass-Through	\$3,799,874	\$7,738,488	\$10,223,990	\$1,314,373	\$11,538,362
Total Expenditures	\$4,023,796	\$8,843,785	\$11,401,792	\$1,465,789	\$12,867,581
HSA Revenues					
Local Funding (GF, PEEF, City work orders, etc.)	\$4,023,796	\$5,079,262	\$7,673,020	\$1,430,038	\$9,103,058
CalWORKs Funding		\$0	\$0	\$0	\$0
CODB for FY20 (2.5%)		\$313,843	\$278,092	\$35,751	\$313,843
Infant & Toddler Funding (local funding including City work order)		\$3,450,680	\$3,450,680		\$3,450,680
TOTAL HSA REVENUES	\$4,023,796	\$8,843,785	\$11,401,792	\$1,465,789	\$12,867,581
Other Revenues					
Total Revenues			\$11,401,792	\$1,465,789	\$12,867,581
Full Time Equivalent (FTE)					12.51
Prepared by: Mark Tao Telephone No.: 415-230-7504					
HSA-CO Review Signature:					
HSA #1					

Program Name: Early Care and Education (ECE) Integration Services - ELS
 (Same as Line 9 on HSA #1)

Salaries & Benefits Detail

POSITION TITLE	Original	Modification	Revised				
			FY 19/20				
			Agency Totals		For HSA Program		For DHS Program
		Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Budgeted Salary ELS	
Provider Services Director:	\$6,077	\$28,024	\$100,296	1.00	34%	0.34	\$34,101
ELS Manager:	\$14,857	\$68,516	\$83,374	1.00	100%	1.00	\$83,374
Family Services Supervisor:	\$21,313	\$98,284	\$59,799	2.00	100%	2.00	\$119,597
Family Services Specialist:	\$46,374	\$213,858	\$49,620	6.00	87%	5.24	\$260,232
Scholarship Specialist:	\$18,788	\$86,641	\$52,714	2.00	100%	2.00	\$105,428
Programs Administrator	\$4,515	\$20,823	\$63,345	1.00	40%	0.40	\$25,338
ELS Data Administrator	\$10,412	\$48,013	\$58,425	1.00	100%	1.00	\$58,425
Program Monitoring Director	\$1,804	\$8,319	\$110,854	1.00	9%	0.09	\$10,123
Office Manager	\$1,994	\$9,195	\$44,756	1.00	25%	0.25	\$11,189
Resource Specialist	\$1,117	\$5,149	\$68,624	1.00	9%	0.09	\$6,266
Staff Outreach Specialist	\$1,134	\$5,231	\$69,700	1.00	9%	0.09	\$6,365
TOTALS	\$128,384	\$592,054	\$761,506	17.00		12.51	\$720,438
FRINGE BENEFIT RATE			30.2%				
EMPLOYEE FRINGE BENEFITS	\$38,772	\$178,800					\$217,572
TOTAL SALARIES & BENEFITS	\$167,156	\$770,854					\$938,011
HSA #2							

Program Name: Early Care and Education (ECE) Integration Services - ELS
 (Same as Line 9 on HSA #1)

Appendix B, Page 5

Operating Expense Detail

Expenditure Category	Term FY 19/20		
	Original	Modification	Revised
Other Program Supplies	\$3,890	\$26,860	\$30,750
Translations	\$648	\$4,477	\$5,125
Outreach Materials/ Engagement	\$324	\$2,238	\$2,563
MCT technology	\$1,297	\$8,953	\$10,250
Subscription & Membership Fees	\$3,242	\$22,383	\$25,625
Staff Training	\$2,594	\$17,906	\$20,500
Forums/ Workshops/ Conferences	\$519	\$3,581	\$4,100
Meeting Expenses	\$156	\$1,074	\$1,230
Provider Services Related Expenses	\$853	\$5,889	\$6,741
Travel	\$633	\$4,373	\$5,006
Computer Expenses	\$389	\$2,686	\$3,075
Finger Printing/ Transcript / Immunizations	\$78	\$537	\$615
Postage & Delivery	\$592	\$4,087	\$4,679
Office Copier	\$2,247	\$15,515	\$17,762
Rent	\$4,937	\$34,086	\$39,023
Utilities	\$948	\$6,547	\$7,496
Janitorial Services & Supplies	\$2,414	\$16,665	\$19,079
Building Repair & Maintenance	\$484	\$3,341	\$3,825
Telephone/ Fax/ Internet/ Email	\$857	\$5,918	\$6,776
Equipment Leases	\$221	\$1,529	\$1,750
Equipment Repairs/Maintenance	\$236	\$1,628	\$1,864
TOTAL OPERATING EXPENSE	\$27,559	\$190,274	\$217,833

**HUMAN SERVICES AGENCY BUDGET SUMMARY
BY YEAR**

Name Wu Yee Children's Services			
(Check One) New Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>			
If modification, Effective Date of Mod. 7/1/2019 No. of Mod. 1			
Program: ECE Integrated Services FY18-19 - Resource & Referral			
Budget Reference Page No.(s)	Original	Modification	Revised
	Term FY 19/20		
Expenditures			
Salaries & Benefits	\$287,053	\$154,146	\$441,198
Operating Expense	\$63,960	(\$3,894)	\$60,066
Subtotal	\$351,013	\$150,252	\$501,264
Indirect Percentage (%)	15%	15%	15%
Indirect Cost (Line 16 X Line 15)	\$52,652	\$22,538	\$75,190
Capital Expenditure			
Subtotal w/o Pass-Through	\$403,665	\$172,789	\$576,453
Direct Client Pass-Through	\$0	\$0	\$0
Total Expenditures	\$403,665	\$172,789	\$576,453
HSA Revenues			
Local Funding (GF, PEEF, etc.)	\$189,293	\$81,027	\$270,320
CalWORKs Funding	\$204,526	\$87,548	\$292,073
CODB for FY20 (2.5%)	\$9,846	\$4,214	\$14,060
TOTAL HSA REVENUES	\$403,665	\$172,789	\$576,453
Other Revenues			
CDE R&R Contract			260,000
Total Revenues			\$836,453
Full Time Equivalent (FTE)			6.12
Mark Tao			Telephone No.: 415-230-7504
HSA-CO Review Signature:			
HSA #1			

Program Name: Early Care and Education (ECE) Integration Services - Resource and Referral
 (Same as Line 9 on HSA #1)

Operating Expense Detail

	Original	Modification	Revised
	Term FY 19/20		
<u>Expenditure Category</u>			
Outreach Materials/ Engagement	\$2,729	(\$166)	\$2,563
Subscription & Membership Fees	\$2,252	(\$137)	\$2,115
Staff Training	\$2,988	(\$182)	\$2,806
Forums/ Workshops/ Conferences	\$873	(\$53)	\$820
Meeting Expenses	\$1,541	(\$94)	\$1,447
Provider Support Expenses	\$6,919	(\$421)	\$6,497
Travel	\$4,432	(\$270)	\$4,162
Computer Expenses	\$2,729	(\$166)	\$2,563
Licenses/ Permits/ Taxes	\$2,183	(\$133)	\$2,050
Finger Printing/ Transcript / Immunizations	\$214	(\$13)	\$201
Office Supplies	\$1,982	(\$121)	\$1,862
Postage & Delivery	\$147	(\$9)	\$138
Rent	\$17,082	(\$1,040)	\$16,042
Utilities	\$3,281	(\$200)	\$3,081
Janitorial Services & Supplies	\$8,351	(\$508)	\$7,843
Building Repair & Maintenance	\$3,128	(\$190)	\$2,937
Telephone/ Fax/ Internet/ Email	\$2,497	(\$152)	\$2,345
Equipment Repairs/Maintenance	\$632	(\$38)	\$593
TOTAL OPERATING EXPENSE	\$63,960	(\$3,894)	\$60,066
HSA #3			

1 [Contract Approval - Wu Yee Children's Services - Early Care and Education Integrated
2 Services Contract - \$31,322,180]

3
4 **Resolution approving the contract between the City and County of San Francisco and**
5 **Wu Yee Children's Services for the provision of Early Care and Education Integrated**
6 **Services to support the City's implementation of the San Francisco Citywide Plan for**
7 **Early Care and Education for the period of July 1, 2017, through June 30, 2020, in the**
8 **amount of \$31,322,180.**

9
10 WHEREAS, The City and County of San Francisco, wishes to provide Early Care and
11 Education Integrated Services by delivering subsidy administration and resource and referral
12 services; and

13 WHEREAS, The Office of Early Care and Education, in partnership with the Human
14 Services Agency, conducted a Request for Proposals for these services in January 2017; and

15 WHEREAS, Wu Yee Children's Services submitted a responsive and responsible
16 proposal and was awarded the contract; and

17 WHEREAS, The Human Services Agency Commission approved this grant to Wu Yee
18 Children's Services at its meeting of April 27, 2017; now, therefore be it

19 RESOLVED, That the Board of Supervisors hereby approves award of this grant with
20 Wu Yee Children's Services to provide Early Care and Education Integrated Services, for the
21 period of July 1, 2017, through June 30, 2020, in the amount of \$31,322,180; and, be it

22 FURTHER RESOLVED, That within thirty (30) days of the grant being fully executed by
23 all parties, the Human Services Agency shall provide the final grant agreement to the Clerk of
24 the Board for inclusion into the official file.
25



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 170590

Date Passed: June 27, 2017

Resolution approving the contract between the City and County of San Francisco and Wu Yee Children's Services for the provision of Early Care and Education Integrated Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education for the period of July 1, 2017, through June 30, 2020, in the amount of \$31,322,180.

June 21, 2017 Budget and Finance Committee - RECOMMENDED

June 27, 2017 Board of Supervisors - ADOPTED

Ayes: 11 - Breed, Cohen, Farrell, Fewer, Kim, Peskin, Ronen, Safai, Sheehy, Tang and Yee

File No. 170590

I hereby certify that the foregoing Resolution was ADOPTED on 6/27/2017 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

7/7/2017
Date Approved

AMENDED IN COMMITTEE

5/22/2019

FILE NO. 190456

RESOLUTION NO. 268-19

1 [Grant Agreement Amendment - Wu Yee Children's Services - Early Care and Education
2 Integrated Services - \$39,559,034]

3 **Resolution approving the first amendment to the grant agreement between the City and**
4 **County of San Francisco and Wu Yee Children's Services for the provision of early care**
5 **and education integrated services to support the City's implementation of the San**
6 **Francisco Citywide Plan For Early Care and Education, to increase the amount by**
7 **\$7,440,303 for a total amount of \$39,559,034 to commence July 1, 2019, for the total**
8 **term of July 1, 2017, through June 30, 2020.**

9
10 WHEREAS, The City and County of San Francisco, wishes to provide Early Care and
11 Education Integrated Services by delivering subsidy administration and resource and referral
12 services; and

13 WHEREAS, The Office of Early Care and Education, in partnership with the Human
14 Services Agency, conducted a Request for Proposals for these services in January 2017; and

15 WHEREAS, Wu Yee Children's Services submitted a responsive and responsible
16 proposal and was awarded the contract for the total amount of \$29,198,846 in March 2017;
17 and

18 WHEREAS, A modification of the Wu Yee Children's Services contract in the amount of
19 \$7,440,303 resulting in a new total amount of \$39,559,034 was requested in April 2019; and

20 WHEREAS, The Human Services Agency Commission approved this modification to
21 the Wu Yee Children's Services contract at its meeting of April 25, 2019; now, therefore be it

22 RESOLVED, That the Board of Supervisors hereby approves the first amendment of
23 the grant agreement with Wu Yee Children's Services, increasing the amount by \$7,440,303
24 for a total amount of \$39,559,034 for the total term of July 1, 2017, through June 30, 2020;
25 and, be it

1 FURTHER RESOLVED, That within thirty (30) days of the modification being fully
2 executed by all parties, the Human Services Agency shall provide the final contract to the
3 Clerk of the Board for inclusion into the official file.

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City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 190456

Date Passed: June 04, 2019

Resolution approving the first amendment to the grant agreement between the City and County of San Francisco and Wu Yee Children's Services for the provision of early care and education integrated services to support the City's implementation of the San Francisco Citywide Plan For Early Care and Education, to increase the amount by \$7,440,303 for a total amount of \$39,559,034 to commence July 1, 2019, for the total term of July 1, 2017, through June 30, 2020.

May 22, 2019 Budget and Finance Sub-Committee - AMENDED


May 22, 2019 Budget and Finance Sub-Committee - RECOMMENDED AS AMENDED

June 04, 2019 Board of Supervisors - ADOPTED

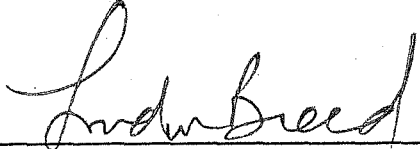
Ayes: 11 - Brown, Fewer, Haney, Mandelman, Mar, Peskin, Ronen, Safai, Stefani, Walton and Yee

File No. 190456

I hereby certify that the foregoing
Resolution was ADOPTED on 6/4/2019 by
the Board of Supervisors of the City and
County of San Francisco.



Angela Calvillo
Clerk of the Board



London N. Breed
Mayor

6/14/19

Date Approved

**City and County of San Francisco
Office of Early Care & Education**



Request for Proposals #744 for

Early Care and Education (ECE) Integration Services



Date issued:	January 12, 2017
Pre-proposal conference:	2:00 p.m., January 24, 2017
Proposal due:	5:00 p.m., February 17, 2017

Request for Proposals for Early Care and Education (ECE) Integration Services

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Attachments:

Attachment A – OECE City Wide Plan – Early Learning Scholarships

Attachment B – Early Learning Scholarship Enhanced Rates

Attachment C – Annual Reimbursement Rates by PFA Enrollment Category

I. Introduction and Schedule

A. General

The San Francisco Office of Early Care and Education (OECE) in partnership with the San Francisco Human Services Agency (SF-HSA) announces its intent to seek proposals from organizations or individuals interested in contracting to provide Early Care and Education Integrated Services to support the city's implementation of the San Francisco Citywide Plan for Early Care and Education.

The Plan envisions a seamless system of continuous access to high quality early education services for young children 0-5 and their families. Central to this vision is providing a fair rate to the service providers, which better reflects the cost of providing quality services. Empowering families with information to choose a high quality, early care and education option for their child is also central to the vision. For implementation of the Citywide Plan, as described more fully below, OECE seeks the leadership of one or two ECE Integrated Services partners ("Grantees") to:

- Improve our system to seamlessly connect families to quality choices in a timely way;
- Broker assistance to pay for services when needed;
- Ensure providers are paid an enhanced local rate to support quality programming, while leveraging federal and state funding whenever possible; and
- Promote continuous participation in quality programs for children among target populations.

OECE seeks integrated service partner(s) who share our vision of equity for San Francisco's children and families, and are committed to partnering to make system improvements to realize this vision.

OECE, in partnership with the SF-HSA seeks up to two Grantees to provide Early Care and Education Integrated Services. The Grantee(s) selected will be central to the implementation of the OECE Citywide Plan for Early Care and Education (ECE), through the effective leveraging of state and federal child care subsidy opportunities for families as well as supporting the Early Learning Scholarship (ELS) goals of continuity of care and choice in high quality care options for families. The ECE Integrated Services grantee(s) will manage the eligibility and need, family fee and payment calculations, and issuance of state and local child care subsidies as well as local rate enhancements in the new Early Learning Scholarship. The Grantee(s) will also provide outreach and support to families through comprehensive ECE Resource and Referral services.

The grant agreement shall have a **tentative term from July 1, 2017 to June 30, 2020**. In addition, the City shall have the option to extend the term for a period of two years, for a total of five years, subject to annual availability of funds, annual satisfactory Grantee performance, and need. OECE/SF-HSA has the sole, absolute discretion to exercise this option, and reserves the right to enter into grants of a shorter duration.

Payment for all services provided in accordance with provisions of this grant shall be contingent upon the availability of funds. The City shall not be required to provide any definite units of service nor does the City guarantee any minimum amount of funding for these services.

B. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	January 12, 2017
Pre-proposal conference	2:00 p.m., January 24, 2017
Deadline for submission of written questions or requests for clarification	12:00 p.m., January 30, 2017
Proposals due	5:00 p.m., February 17, 2017

Dates and times subject to change

C. Definitions

0-5 Continuity	Target Population families who lose subsidy eligibility for state funding may continue in care until their child reaches kindergarten with annual eligibility redeterminations for state/federal funding
AP	Alternative Payment state contracted child care vouchers; AP Agencies are those public or private non-profit agencies contracting with California Department of Education to administer child care voucher programs
CAPP	California Alternative Payment Program
CDE	California Department of Education
CDSS	California Department of Social Services
Comprehensive Fiscal Analysis (CFA)	The Comprehensive Fiscal Analysis was conducted by a national team of experts, providing an inventory of federal, state, and local investments. It proposes, approaches, and models for restructuring San Francisco's local early care and education investments. The CFA proposals and analysis is fundamental to the ELS redesign for the city. http://sfoece.org/wp-content/uploads/2016/04/CFA-Report.pdf
CPAC	Childcare Planning and Advisory Council

DHS	San Francisco Department of Human Services, a division of HSA
ELS	San Francisco Early Learning Scholarships, which are local funds: 1) fully funded to the QRIS Tier 3 Cost; or 2) are an enhancement to a state or federally subsidized child, to reimburse at QRIS Tier 3. OECE may determine, over time, changes in costs or tiers for ELS reimbursement.
ELS-Bridge	Early Learning Scholarship (ELS) Bridge provides continuity of care for families who have lost eligibility in local and/or state subsidy programs. All low-income families receive continuity through the program year, while target population families may receive continuity until the child reaches kindergarten.
ELS-City	Early Learning Scholarships for which the city is paying the full tuition to the Tier 3 cost of quality.
ELS-Gap	Early Learning Scholarship (ELS) GAP provides local funding to cover the "gap," when one exists, between the maximum state subsidy reimbursement rate (i.e., Regional Market Rate or Standard Reimbursement) and the local QRIS Tier 3
ELS-PFA	San Francisco's Preschool for All program offering universal free part-day preschool for four-year olds enrolled in PFA programs
HSA	San Francisco Human Services Agency
Low-Income	Families under 85% of the State Median Income as determined by the California Department Education
OECE	Office of Early Care and Education
P500	Project 500 is a San Francisco mayoral initiative that seeks to prevent the transfer of poverty from one generation to the next by providing meaningful pathways up and out of poverty, and by building an integrated and comprehensive system of care
Program Year Continuity	Low-income families who lose state subsidy eligibility may continue in care until the end of the program year, typically prior to fall through an ELS Bridge payment
QRIS	Quality Rating and Improvement System established by the State of California and adopted by San Francisco as a standard of quality. CA-QRIS Rating Matrix
QRIS State Quality Block Grant	CDE funded state stipends for quality in Title 5 contracted settings. Also the basis for a local program for non-state contractors participating in the quality system.

Resource and Referral	Assisting parents in finding child care that best meets their family needs through the provision of robust, up-to-date information regarding licensed providers
SF3C	San Francisco Child Care Connection – A centralized eligibility and waiting list and support to assist low-income families in connecting with quality subsidized early care and education options
San Francisco Citywide Plan for Early Care and Education	The San Francisco Board of Supervisor’s approved Early Care and Education plan to align early education goals, frameworks, funding, and outcomes targeting children birth through age five
Trustline	Background investigation and fingerprint clearances of license-exempt child care providers, with a feedback loop for criminal activity after the clearance

D. Target Population

The San Francisco child care system serves the needs of 0-5 year olds with a focus on low-income families. Target Population” families include: African American children, Latino children, English Language Learners, families who are homeless, children at-risk of abuse and/or neglect or involved with child welfare, and children with special needs or disabilities.

Specific eligibility requirements for state funded programs are defined by their respective funding agencies (e.g., The California Department of Social Services funds CalWORKs Stage 1 which serves low-income CalWORKs eligible families while the California Department of Education funds CAPP which serves low-income families and CalWORKs Stages 2 and 3 which serves former CalWORKs aided families). Certain subsidy programs may also serve children 0 through 12 years of age. Early Learning Scholarship enhanced reimbursement rates are offered to qualified providers who achieve Tier 3 on the QRIS, subject to fund availability.

II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Grantee(s) should use this description when designing their proposed programs. However, grantee(s) may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected Grantee(s) will provide.

A. Description of Services

Early Care and Education Subsidy Administration

1. Administer the following state/federal child care subsidy programs:

CalWORKs Stage 1 – The HSA CalWORKs Employment Specialists are responsible for determining family subsidy eligibility and need and payment authorization through a referral and authorization provided to the Grantee. Grantee will perform other related subsidy administration services (listed below) including the seamless transition of Stage 1 families into Stage 2 child care as permitted by state contract regulations. Grantee(s) will provide ELS enhanced reimbursement rates to provider qualified by OECE, subject to fund availability.

CalWORKs Stage 2 – Provide subsidy administration services including determining eligibility and need for families discontinued from CalWORKs within the past 24 months in accordance with state regulation and guidelines and CDE funding terms and conditions. The Grantee's work includes ensuring the seamless transitions of Stage 2 families into Stage 3 at the 24th month of their Stage 2 subsidy as permitted by state contract regulations. Perform contract services as a State Stage 2 subcontractor. Grantee(s) will provide ELS enhanced reimbursement rates to provider qualified by OECE, subject to fund availability.

CAPP – Provide subsidy administration including determining eligibility and need for families in accordance with state regulations and guidelines and CDE funding terms and conditions. Perform contract services as a State CAPP subcontractor. Grantee(s) will provide ELS enhanced reimbursement rates to provider qualified by OECE, subject to fund availability.

FCS – The Family and Children's Services (FCS), Protective Services Workers (PSW) are responsible for determining family subsidy eligibility and need and payment authorization through a referral and authorization provided to the Grantee(s). Grantee(s) will perform other related subsidy administration services (listed below). Grantee(s) will provide ELS enhanced reimbursement rates to provider qualified by OECE, subject to fund availability.

P500 – The P500 Mobility Mentors and CalWORKs Employment Specialists are responsible for determining family subsidy eligibility and need and payment authorization through a referral and authorization provided to the Grantee(s). Grantee(s) will perform other related subsidy administration services (listed below).

QRIS Block Grant – Calculate and administer the state and local QRIS Block annual grant stipends based on eligible Title 5 enrollment, as well as the local adaptation for all programs participating in the local subsidy system.

- i. **State/federal** subsidy administration services to be provided by the Grantee(s) includes, but are not limited to the following:
 - a. Need and eligibility determination and redetermination.
 - b. When appropriate (e.g., CAPP) enrolling subsidy eligible families from SF3C.
 - c. Subsidy payment and family fee calculation, authorization, and issuance including calculating and administering the ELS GAP funding wherever the state/federal rate is below the QRIS Tier 3 rate.
 - d. Calculate and administer Quality Block Grant extension funding (locally funded) for state vouchers.
 - e. Record keeping, data reporting, and noticing.
 - f. Ensuring parent choice through subsidy determined allowable care options (e.g., licensed center, licensed Family Child Care, license-exempt providers such as family, friend and neighbors meeting state license-exempt eligibility criteria).
 - g. Fingerprinting (using the Trustline system) all license-exempt care providers as specified and required by state law.
 - h. Adherence to all state and federal program requirements related to the administration of respective subsidized child care programs.
 - i. Financial reporting, projections, and claiming to appropriate revenue sources.
 - j. Following the direction of, and collaborating with, OECE in the development of this new approach to administering local investments in early care and education to close the salary gap between the state and federal sources with salary for “quality” early care and education in the City of San Francisco.

Estimated State/Federal Annual Slots by Type

State/Federal Subsidy Type	Estimated Annual Slots
CalWORKs Stage 1	950
CalWORKs Stage 2	600
CAPP	32
FCS (federal and local)	180
P500	100(yr. 1); 200 (yr. 2)

2. Administer the following **local child care** subsidy program: The local program will be administered through an OECE network of qualified licensed providers participating in the quality improvement system and selected through a Notice of Funding Availability (NOFA) process. OECE will identify which child care enrollment database or databases, such as Cocoa, will be used by approved providers to track enrollments in the local subsidies. The Grantee(s) will have access to those enrollment databases and will provide OECE with access to the Grantee’s payment database for coordination of payment confirmation. (Also, see attachment A, B, and C):

- a. Early Learning Scholarships (ELS) – City– Provide voucher and/or anchored slot subsidy administration services including determining eligibility and need. Only children on the SF3C centralized eligibility and waiting list will be eligible for this

type of scholarship. For “anchored” ELS-City slots, Grantee(s) will work closely with eligible providers to fill available “contracted” slots in an efficient and timely manner.

- b. Early Learning Scholarships (ELS) – Gap – Calculate and administer the ELS rate enhancement for those state and federal contracted and vouchered subsidy enrolled children in which the rate is below the QRIS Tier 3 threshold, including calculation of part-time and full-time rates and respective quality and/or rate enhancements.
- c. Early Learning Scholarships (ELS) – Bridge – Administer OECE approved Bridge local/state/federal enrollments full or part-day, for children enrolled in a federal, state or local subsidized child care program that have lost eligibility to ensure continuity of care. Track data for the enrollment types, including reasons for losing state eligibility (e.g., parent job loss, income exceeds state income ceiling, etc.). Provide continuity through program year for all state/federally subsidized children. Provide continuity for target population families to receive continuity until their child(ren) reach kindergarten, subject to fund availability
- d. Preschool for All (PFA) – Calculate and administer the PFA part-day tuition credit for Private Payer subsidized enrollments for four-year olds in OECE approved PFA centers and family child care homes.
- e. QRIS – Block Grant – Local – Calculate and administer the local QRIS Block Grant stipends to non-Title 5 enrollments in the local Quality Rating and Improvement System.

Note: OECE is qualifying providers and awarding funding for enhanced ELS rates described in Attachment C through a Notice of Funding Availability Process. (i.e., ELS, PFA, and other city funded rates and/or enhancements). The integrated services partner will provide payment rate calculations, support for necessary documentation, and issue local subsidies as determined by the OECE-ELS Funding Standards, as well as OECE determined monthly subsidy projections and data reporting necessary for OECE to ensure effective leveraging of state and federal resources and overall stewardship of local resources.

3. **Local subsidy** administration services to be provided by the Grantee(s) include, but are not limited to the following:
 - a. Need and eligibility determination and redetermination for local ELS child care.
 - b. Only enroll eligible families from SF3C.
 - c. Subsidy payment and family fee calculation, authorization, and issuance in accordance with the ELS funding standards including calculating and administering the ELS enhanced rate wherever the state/federal rate is below the QRIS Tier 3 rate.
 - d. Calculate and administer Quality Block Grant extensions (locally funded) to ELS vouchers/anchored slots.
 - e. Record keeping, data reporting, and noticing.
 - f. Ensure parents are able to find and select a licensed child care provider eligible to serve locally subsidized families (i.e., child care providers at a Quality Tier 3 or higher on the QRIS).

- g. Adherence to OECE - ELS Program Requirements related to the administration of subsidized child care.
- h. Financial reporting, projections, and claiming to appropriate revenue sources.

Estimated Locally Funded Annual Slots by Type

Local Subsidy Type	Estimated Annual Slots
ELS – City	1084
ELS – Gap (Title 5, State Vouchers & Early Head Start/Head Start)	3656
ELS – Bridge	713
ELS – PFA – 9 mos. & 12 mos.	1075

4. Provide eligibility redeterminations for local, state, and federal child care subsidies with a particular focus on ensuring continuity of eligibility through leveraging all available state and federal funding sources in order to maximize and direct local resources to target families. Frequency may change subject to federal and state policy. The Grantee(s) will provide detailed reporting and tracking to assist OECE in the ongoing analysis of how ELS-City and ELS-Bridge families move in and out of state/federal eligibility and any opportunities to improve the city’s ability to leverage state/federal funds over local.
5. Work directly with the Homeless Child Care Case Management Grantee to ensure the prioritization and enrollment of San Francisco homeless families, as defined by OECE, and in accordance with the SF Department of Homelessness and Supportive Housing.
6. Maintain enrollments within the projected budget levels for programs, with particular emphasis on enrollments within the capped programs budgets – CAPP, PFA, and ELS including monthly projections and enrollments to address attrition. OECE may change enrollment configuration over the course of the grant based on factors including community need, funding available, and other information acquired over time regarding this new approach.
7. Prepare timely reports on enrollments per state requirements including CDD 801A’s, CW115 and 115A and other state required reports. Each program may have specific demographic and other reporting requirements.
8. Allow OECE administrative access to all databases used for tracking subsidies and provider payments. Prepare and deliver monthly and ad hoc reports to OECE. Work in collaboration with OECE to design and deliver reports as determined by OECE.
9. Prepare and respond to the state funding application processes for OECE/SF-HSA CAPP and Stage 2, on behalf of OECE/SF-HSA, on a continuing basis.
10. Prepare and respond to local and state audits, case reviews and other compliance issues, including hosting site visits and case reviews by CDE and CDSS.

11. Develop strategies, in partnership with OECE, to streamline reporting processes and reduce paperwork required in the subsidy system, including electronic sign-in and out, automation of application and recertification, online reporting, and other efficiencies for local funding and as permitted by state law for state subsidy programs.
12. Identify ways to continually improve the efficacy, efficiency, and user experience of the subsidy administration services and related services, including ways to reduce redundancies, streamline processes, and reduce administrative burden on families and ECE providers.
13. Work together with OECE and the other ECE Integrated Services Grantee (should more than one grantee be selected), to develop and implement an integrated data reporting system, ensuring that child care voucher enrollments, ELS scholarships and QRIS Tier 3 Quality enhancements are tracked and reported according to revenue and allowable funding type. Track reasons for bridging children to ensure continuity of care within or over child care program year. Integrate databases with child care centralized eligibility wait list (currently SF3C), OECE child enrollment database(s) (such as Cocoa), and other system database integration where efficiencies of integration can support the SF ECE system goals.
14. In partnership with OECE, develop communication tools and methods to ensure that providers and families receiving local subsidies are aware that they are supported by City funds administered by OECE. This could include OECE branded inserts with payments, OECE marks and logos on checks, receipts, and other forms, in addition to “key-messaging” training for Grantee staff.

Resource and Referral

The state contracts with two Resource & Referral (R&R) agencies in San Francisco to provide information to all parents and community members about the availability of child care in the City. The state funding also supports the R&R agencies to assist potential providers in the licensing process, provide direct services, including training, and coordinate community resources for the benefit of parents and local child care providers.

OECE will provide additional local funds to state-funded R&R agencies in San Francisco to enhance their support for low-income families to connect them to quality ECE options that meet their needs and inform parents of ELS support. Local R&R funding is also directed to support R&R agencies to be culturally competent and language appropriate to meet the needs of low-income families and to collaborate with key agencies and initiatives that are critical to the local ECE system. Services include, but are not limited to:

1. Developing and implementing an approach to prioritize families based on their needs and whether they are target populations. Target population families will be offered more comprehensive counseling and referral services, including proactive follow-up over a specified period of time, while low-income and other families with fewer needs would be offered less intensive services. This multi-tiered approach will guide all aspects of the R&R services.
2. Developing and implementing, at the approval of OECE, an outreach strategy for engaging and serving OECE target populations, which are low-income families with children ages 0 to

5 who are African American, Latino, Dual Language Learners, Children with Special Needs, homeless, at-risk of abuse and/or neglect or involved with child welfare. The outreach strategy should include multiple methods for reaching targeted families, including staff presence at key community events such as preschool fairs, Project Homeless Connect, and other opportunities to reach the target population families, and should be multi-lingual and culturally responsive.

3. Counseling target population families in person, over the phone, via email, via text, and through other methods (e.g., mobile applications, etc.) about the child care subsidy system, eligibility, and the types of child care providers, the SF3C process (if applicable), and related services available. Counseling should be culturally responsive and available in the languages of the target population and responsive to the schedules of the populations served.
4. Developing robust, user-friendly information online about the types of financial support available for families' child care needs, including ways for users to approximately determine their own eligibility and the dollar amount of financial support they may be eligible for.
5. Adding families to the SF3C centralized eligibility and waiting list, or assisting families to join the SF3C list themselves.
6. Preregistering eligible families with Emergency Back-up/Mildly Ill child care services and also connecting families with Rapid Response child care as needed.
7. Referring target population families to social services and supports beyond child care, such as, but not limited to, parenting classes/support groups, food assistance, housing, employment, health, financial support or management, and other needs.
8. Provide First Aid training, including interpreting services.
9. Co-locating staff and services from 8:30 a.m. to 4:00 p.m., when the HSA sites are open, at the Child Care R&R kiosk located in the lobby at 170 Otis St., responding to the R&R needs of families, including language needs in Spanish and Cantonese, and distributing diapers as part of the San Francisco Diaper Bank program to all eligible clients.
10. Exploring co-location of staff at additional HSA sites and programs with high numbers of families, such as 3120 Mission St. and 1440 Harrison St.
11. Collaborating with key agencies and initiatives that are critical to the local ECE system, including close coordination with the other local R&R, OECE, and other relevant agencies to maximize efficiencies, avoid duplication, and ensure families receive aligned, consistent information.
12. Using the existing R&R databases (i.e., currently housed at Wu Yee Children's Services and Children's Council of San Francisco) of providers and parent profiles, create a shared database for use by all local R&R's and OECE, which will interface with the state R&R system when and if developed. The shared database will track information about ECE providers and families engaging with the R &R and may be integrated to link with other relevant ECE databases such as OECE's enrollment database(s) (such as Cocoa) and the centralized eligibility and waiting list (currently SF3C). The on-line access to families will be designed with the consumer/family in mind. The profiles will be visually well designed and provide access via computer, smart-phone and tablet. The on-line interface functionality will provide information to parents including, but is not limited to the following:

- i. Support licensed provider profiles of centers and family child care homes that provide the following information/services:
 - a. Real-time and anticipated vacancies
 - b. Setting type (Center, FCC small, FCC large)

- c. Location of providers, including mapping and public transportation options
 - d. Ages of children served
 - e. Cost to families, including whether the site is subsidized or accepts subsidized families/children and which types of subsidies
 - f. Standardized brief and professional description of the provider
 - g. Curriculum and program approach and philosophy
 - h. Food and nutrition approach, including whether the program provides meals
 - i. group size, and enrollment numbers
 - j. Ratio of staff to children
 - k. Days and hours of operation
 - l. QRIS ratings
 - m. Staff qualifications (with links to the ECE Workforce Registry)
 - n. Photos and/or videos of providers and/or their spaces
 - o. Provider logos
 - p. Ability to link to provider websites
 - q. User reviews
 - r. For infant/toddler programs, whether the program provides diapers
 - ii. Support parent profiles that in aggregate, collect the following information:
 - a. Age of child(ren) for whom care is being sought
 - b. Track what parents are seeking across a variety of data points
 - c. Track preferred communication and outreach methods
 - d. Track various demographic data to be determined by OECE
 - e. Track interactions with R& R staff over time
 - iii. Mobile and Web interface for families or the general public to easily and effectively search all of the above mentioned provider profile features. Users should be able to save their searches, visually compare provider profiles, filter their search results by several features, and export their searches in accessible file formats or to be printed.
13. Provide monthly and ad hoc reports to OECE about the populations accessing services, types of services utilized and frequency of utilization, success of staff follow-up, and other relevant data about interactions with families through all modes of communication.
14. Identify ways to continually improve the efficacy, efficiency, and user experiences of the R&R services and related services, including ways to reduce redundancies, streamline processes, and reduce administrative burden on families and ECE providers.

B. Service and Outcome Objectives

Respondents should state in measurable, quantifiable terms the service and outcome objectives they will achieve in providing these services. The major purpose of objectives is to measure quantity, quality, and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan. The objectives should be specified in the proposals to match the services to be provided. In addition, OECE may negotiate additional objectives and deliverables responsive to system needs as the new Early Learning Scholarship system is implemented. OECE anticipates the development of additional incentives linked to performance based objectives to be included in implementation for FY 18-19, FY 19-20 and any additional contract/grant years, should the contract/grant be extended.

SERVICE OBJECTIVES:

As part of the proposal, the respondent will be required to develop specific service objectives that measure the quantity and other aspects of services. The objectives should state the target quantities and match the program services as proposed. Propose objectives for each component of the scope. Define measurable objectives as to how reporting will be accurate and timely.

EXAMPLES:

Annually:

1. Administer subsidized care payments for a minimum of 1500 CalWORKs eligible children.
2. Administer subsidized care payments for a minimum of 150 FCS referred children, as referred by FCS.
3. Administer Early Learning Scholarships - City for a minimum of 1000 children.
4. Administer Early Learning Scholarship - Gap funding for a minimum of 3600 state subsidized children and families.
5. Administer Early Learning Scholarship – Bridge to a minimum 700 children in families previously enrolled in local/federal/state subsidies but no longer meeting eligibility requirements.
6. Administer subsidized anchored and vouchered child care payments for a minimum of 150 homeless children.
7. Provide timely dispersal of funds, using accurate projections, enrollment practices, and revenue reporting, as observed in annual audit reviews by OECE.
8. A minimum of 50 children deemed eligible will be reconnected from ELS-Bridge back to a state/federal subsidized slot.
9. A minimum of 5000 families will be supported to engage in work and training through the child care subsidy support.
10. By Aug. 31, 2017, enter into a written working Memorandum of Understanding with the corresponding R&R to streamline provider profile updating and to delineate timelines and responsibilities for managing the shared R&R database, submitted for the approval by OECE.
11. Contact 2000 target population families through a minimum of three different communication mechanisms (flyer, phone call, text, email, etc.) with information about available R&R services.
12. Provide a minimum of 1440 hours of kiosk R&R services in the HSA 170 Otis lobby.

OUTCOME OBJECTIVES:

As part of the proposal, the respondent will be required to develop specific outcome objectives that demonstrate and measure the impact, outcomes, and/or results of services. Both quantitative and qualitative analysis shall be applied to measure program efficiency and effectiveness. The outcome objectives specified below will be required for each contract.

EXAMPLES:

Annually:

1. A minimum of 90% of children provided with ELS-Bridge will be not experience a program year disruption in care due to state eligibility disruptions.
2. A minimum of 90% of four year-olds will demonstrate improved school readiness as the result of enrollment in a PFA program.
3. Annually subsidy enrollment will be maximized to 4% within budget.

4. Pass state program audits for CalWORKs Stage 2 and CAPP within state audit standards (currently less than 11%).
5. Submit state reapplication for funding for CalWORKs stage 2 and CAPP 100% within the state deadline.
6. A minimum of 98% of providers responding to an annual survey issued by OECE respond 4 or above (on a 5 point scale) that their payments are accurate.
7. A minimum of 95% of providers responding to an annual survey issued by OECE respond 4 or above (on a 5 point scale) that their payments are made timely.
8. By July 31, 2018, all of the requirements of the shared database and online search functionality, as listed above in the Description of Services, are completed and in use.
9. Annually attract a minimum of 10,000 visitors to the Grantee(s)' Resource and Referral website who complete an online search of the provider database.
10. A minimum of 90% of target population parents responding to an anonymous parent survey issued by the Grantee(s) (to a minimum of 300 parents) rate the R&R services as helpful in finding a quality care arrangement.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal to the following Steve.Kim@sfgov.org and HSARFP@sfgov.org . Electronic file title should include RFP # 744, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by **5:00 p.m.**, on **February 17, 2017**. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

Department staff will confirm receipt of all Respondent submissions within one (1) working day after the deadline for receipt noted above.

B. Format

For word processing documents, text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g., Times Roman, and not Arial), and page margins should be at least 1" on all sides (excluding headers and footers).

C. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Agency must ensure that the proposal addresses the Selection Criteria.

1. Table of Contents

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

2. RFP Cover Page – (use form provided in Section X)

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that the organization is willing and able to perform the commitments contained in the proposal.

3. Minimum Qualifications –up to 3 pages

Agencies must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review or award of contract or grant. (Refer to section IV, Item A.)

4. Contracts (both public and private) –up to 2 pages

Agencies should submit a statement listing relevant contracts/grants with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract/grant, including details and dates. Provide disclosure of any litigation including Respondent, subcontractors, or any principal officers thereof in connection with any contract or grant.

5. Organizational Capacity –up to 5 pages (not including resumes, job descriptions, and letters of reference) Description of your agency's ability to deliver the services proposed in this RFP.

In addition, please address the following:

- a) **Staffing Plan** – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resumes of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Clearly identify whether services will be performed by existing staff or by proposed staff.
- b) **Description of agency experience and staff skills** related to working with the identified target population and program design.
- c) **Service Site Plan** – Describe the plan for location and hours of services.
- d) **Description of staff training plans** to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.

6. Program Approach –up to 10 pages

Description of your agency's specific program approach to deliver the services proposed in this RFP.

In addition, please address the following:

- a) **Commitment to realizing the vision of the OECE Citywide Plan for Early Care and Education.**
- b) **Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations and the goals of the OECE (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).**
- c) **Clearly describe how your agency will manage the transfer of existing subsidy administration services, not currently administered by your agency, which may or may not exceed the agency's existing subsidy administration capacities. In detail, describe your agency's approach to facilitate the transfer of existing funding/services**

to ensure a “seamless” and “hassle-free” experience for the families currently receiving subsidy funding and the providers serving them.

- d) Identify locations of services.
- e) Identify any subcontractors and describe their responsibilities in the delivery of services.
- f) List and explain the specific service and outcome objectives to be accomplished through the proposal.
- g) Clearly describe the financial management of revenue tracking and reporting, including splitting payments for federal/state/local funding. Describe effective methods for projecting enrollments and maintaining enrollments within budget.
- h) Describe methods for data collection, documentation reporting service and outcome data. Describe the method(s) by which service and outcome objectives will be evaluated.
- i) Clearly describe approach and strategy for data system integration to support the goals of a comprehensive system to support providers and families.
- j) Describe the linkages that will link clients to services.

7. Fiscal Capacity (Budget) –up to 4 pages (excluding justification, cost allocation plan and audited financial statement)

Please refer to the instructions outlined in Section XII and use only OECE/HSA approved budget forms. Provide Cost Allocation Plan and current audited financial statements. OECE/HSA intends to award this grant to respondents that it considers will provide the best overall program services at a reasonable pricing structure. OECE/HSA is committed to ensuring the maximum amount of funding available reaches the targeted families these funds and programs are designed to benefit. The ELS model and other state and local changes should reduce some of the administrative requirements associated with: (1) maintaining continuity of care and reducing the number of family contacts each year; (2) recent improvements in state subsidy rates, and (3) potential local changes for CalWORKs authorizations.

The administration rate guidelines below include administration and support for eligibility, need, payment determination, and issuance. The guidelines reflect the administrative streamlining priorities of the San Francisco Citywide Plan for Early Care & Education:

- State subsidies (CalWORKs Stage 1 & 2 and CAPP) up to 17.5%
- Local subsidies (ELS City and Bridge, Project 500, Block Grants) up to 10%
- PFA Private Payer (9mo/12mo tuition credit) and ELS Gap up to 4%

OECE/HSA reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request. Additionally, OECE/HSA reserves the right to negotiate the aforementioned rate caps, with the Grantee(s), prior to the commencement of service delivery.

Using the budget forms, please provide the direct expenses for all proposed costs to be supported through this grant for a three-year term. Respondents must also provide a

budget narrative that clearly explains the basis for each expense listed on the budget forms.

Discuss planned leveraging of other resources (i.e., fund raising, in-kind contributions, etc.), if any, to support the program approach proposed. Identify external resources committed to this program, including in-kind resources designated solely for this program. Assign a dollar value for all external resources.

8. References -up to 4 pages (excluding City agencies, clients, or subcontractors).

Provide two (2) letters of references for the organization. Letters must include:

- Name, address and telephone number.
- What is the relationship with the proposer including information on the services?
- Why is proposer qualified to perform requested services?
- References from HSA/OECE staff and/or clients of services are not permitted.

9. Completed Page Number Form (refer to Section XI)

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

1. If proposing for **CalWORKs Stage 1 and 2 Subsidy Administration** – Must hold an existing CalWORKs Stage 3 contract from the California Department of Education (CDE) and be a current CDE Alternative Payment Agency contractor.
2. If proposing for **CAPP Subsidy Administration** – Must be a current CDE Alternative Payment Agency contractor.
3. If proposing for **ELS Subsidy Administration**, must demonstrate a minimum of (3) years of experience providing subsidy administration services to the target population as defined in this RFP.
4. If proposing for **Resource and Referral** – Must hold an existing state contract for Resource and Referral from CDE in good standing.
5. Respondent must be a certified vendor with the City and County of San Francisco or the ability to become a certified vendor within ten (10) days after notice of intent to award.
6. Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFP.

Please note: Agencies submitting proposals that have previously contracted with the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.**

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract/grant.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas identified in this RFP. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

Total Possible Points: 100

Respondents must receive a minimum of 70% of the available points to be considered for award.

Organizational Capacity (25 points)

1. The respondent clearly demonstrates that it has the organizational and technological infrastructure and administrative/financial capacity to deliver the program as proposed, including the proposed staffing pattern is adequate. (15 points)
2. The staff, based on job descriptions and qualifications, and proposed staffing pattern is adequately trained or experienced and qualified in operating the program? (10 points)

Program Approach (50 points)

1. The proposal demonstrates the necessary understanding of the program goals and target populations and their needs in order to provide effective integrated services, including subsidy administration and Resource and Referral services. The proposal demonstrates strong fiscal capacity for tracking revenues and expenditures, particularly when subsidy funding is split, blended, or "stacked". The proposal provides easily accessible services to the target populations. The proposal provides assurances of comprehensive system approach and collaboration with the OECE, the field, and the other Grantee (should more than one proposal be funded). (20 points)
2. The proposal clearly identifies linkages to support target population in linking them to services. (10 points)
3. The proposal clearly identifies specific and realistic services and outcome objectives and how they will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (10 points)
4. The proposal provides a comprehensive commitment to data integrity and integration with OECE and other data systems and reliability in the program design, service delivery, and program operations. (10 points)

Fiscal Capacity (25 points)

1. The budget provided is clear and easy to understand. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). The budget supports the services proposed and is competitive with other proposals. Costs are reasonable, justified, and competitive, with appropriate level of administrative costs. Cost Allocation Plan is reasonable. (20 points)
2. Respondent's ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for this program, and seamless delivery of services to families. (5 points)

V. Pre-proposal conference and Contract/Grant award

A. Pre-Proposal Conference

Proposers are encouraged to attend the (optional) pre-proposal conference on **January 24, 2017**, at **2:00 p.m.**, to be held at **1650 Mission Street, Suite 300, San Francisco, CA 94103**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

B. Contract/Grant Award

The Office of Early Care & Education/Human Services Agency will select a proposer with whom Agency staff shall commence contract/grant negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract/grant cannot be negotiated in a reasonable time the Office of Early Care & Education/Human Services Agency, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract/grant negotiations with the next highest ranked proposer.

C. Written Questions

Proposers are encouraged to submit written questions before the due date stated in Section I.B. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. All written questions must be submitted on or prior to **12:00 p.m., January 30, 2017**.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers must promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification must be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be in **writing and directed to:**

Steve Kim, GB22
Office of Contract Management
San Francisco Human Services Agency
1650 Mission Street, Suite 300
San Francisco, CA 94103
steve.kim@sfgov.org

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time **before the deadline** for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract/grant awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract.

The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a

particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements

for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;

5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise Goals and Outreach

Due to county, federal and state funding for these services, LBE bid discounts will not be used in this RFP

VII. Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at www.sfCMD.org.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and

that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within ten calendar days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the tenth calendar day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Director
Office of Early Care & Education
P.O. Box 7988
San Francisco, CA 94120-7988

IX. Standard Forms

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=4762 www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration http://sfgsa.org/index.aspx?page=4762	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgsa.org/index	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	aspix?page=4762 In Vendor Profile Application		spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	
4.	CMD LBE Certification Application http://www.sfgsa.org/index.aspx?page=6058 In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts if applicable. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Unit 30 Van Ness Avenue, Suite 200 San Francisco, CA 94102 Phone: (415) 581-2310

Where the forms are on the Internet

Office of Contract Administration

Homepage: www.sfgov.org/oca/
Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

Contract Monitoring Division

CMD's homepage: <http://sfgsa.org/index.aspx?page=5365>
Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>
LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>

X. San Francisco Office of Early Care & Education Cover Page

NAME OF ORGANIZATION(S): _____
ADDRESS: _____
DIRECTOR: _____
PHONE/FAX#: _____
EMAIL: _____
FEDERAL EMPLOYER #: _____

ANNUAL AMOUNT(S) REQUESTED: \$ _____

I understand that the San Francisco Office of Early Care & Education/Human Services Agency (OECE/SF-HSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity

Signature of authorized representative(s):

Name: _____	Title: _____
Signature: _____	Date: _____
Name: _____	Title: _____
Signature: _____	Date: _____

Submit an electronic copy to Steve.Kim@sfgov.org and HSARFP@sfgov.org

XI. San Francisco Office of Early Care & Education Page Number Form

This form is to assist the review panel in finding the information in the Proposal that corresponds to the evaluation criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

Evaluation and Selection Criteria		
	Minimum Qualifications	Page Number(s)
A1.	If proposing for CalWORKs Stage 1 and 2 Subsidy Administration – Must hold an existing CalWORKs Stage 3 contract from the California Department of Education (CDE) and be a current CDE Alternative Payment Agency.	
A2.	If proposing for CAPP Subsidy Administration – Must be a current CDE Alternative Payment Agency contractor.	
A3.	If proposing for ELS Subsidy Administration , must demonstrate a minimum of (3) years of experience providing subsidy administration services to the target population as defined in this RFP.	
A4	If proposing for Resource and Referral – Must hold an existing state contract for Resource and Referral from CDE in good standing.	
A5	Respondent must be a certified vendor with the City and County of San Francisco or the ability to become a certified vendor within ten (10) days after notice of intent to award.	
A6	Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFP.	
A7	References -up to 4 pages (excluding City agencies, clients, or subcontractors)	
Organization Capacity (25 points)		
B1.	The respondent clearly demonstrates that it has the organizational and technological infrastructure and administrative/financial capacity to deliver the program as proposed, including the proposed staffing pattern is adequate. (15 points)	
B2.	The staff, based on job descriptions and qualifications, and proposed staffing pattern is adequately trained or experienced and qualified in operating the program? (10 points)	

	Program Approach (50 points)	
C1.	The proposal demonstrates the necessary understanding of the program goals and target populations and their needs in order to provide effective services, including subsidy administration and Resource and Referral services. The proposal demonstrates strong fiscal capacity for tracking revenues and expenditures, particularly when subsidy funding is split, blended, or “stacked”. The proposal provides easily accessible services to the target populations. The proposal provides assurances of comprehensive system approach and collaboration with the OECE, the field, and other contracted ECE Subsidy Administration (should more than one proposal be funded). (20 points)	
C2	The proposal clearly identifies linkages to support target population in linking them to services. (10 points)	
C3	The proposal clearly identifies specific and realistic services and outcome objectives and how they will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (10 points)	
C4	The proposal provides a comprehensive commitment to data integrity and integration with OECE and other data systems and reliability in the program design, service delivery, and program operations. (10 points)	
	Fiscal Capacity (25 points)	
D1	The budget provided is clear and easy to understand. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). The budget supports the services proposed and is competitive with other proposals. Costs are reasonable, justified, and competitive, with appropriate level of administrative costs. Cost Allocation Plan is reasonable. (20 points)	
D2	Respondent’s ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for this program, and seamless delivery of services to families. (5 points)	

XII. San Francisco Office of Early Care & Education Budget Forms and Instructions

Budgets should be submitted in the standard HSA/OECE format. Forms are available at: <http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx> and click on the "Consultants and Professional Services" link and then the link for this RFP.

The following spreadsheets are in Excel. There are 4 pages in the budget (in addition to the budget justification), as follows: Contract Budget Summary, Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

Please note the Salaries and Benefits, Operating Expense and Capital Expenditure are direct costs and must be clearly and easily attributable to a specific program.

The Budget Justification is a narrative, which provides the detailed information and calculations supporting the amount allocated for each budget line item. There is no form provided for the Budget Justification. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the FTE, the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, etc. For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the full-time equivalent (FTE), the percentage of FTE allocated to the activity, the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount.

The Cost Allocation Plan is required. Respondents must follow the City's cost allocation guidelines for nonprofit contractors, which largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated.

If applicable, attach a separate detailed Subcontracting budget using the standard HSA/OECE format if there is a Subcontractor arrangement made under the terms of the contract. Provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note, the total subcontractor budget amount should appear on the Operating Expense Detail sheet under the Subcontractor section.

Indirect rates are not allowable on subcontractor indirect expenditures, capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a client (i.e, security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list. If an organization is uncertain whether indirect costs can be applied to a particular expense, it should consult with the HSA Contract Manager.

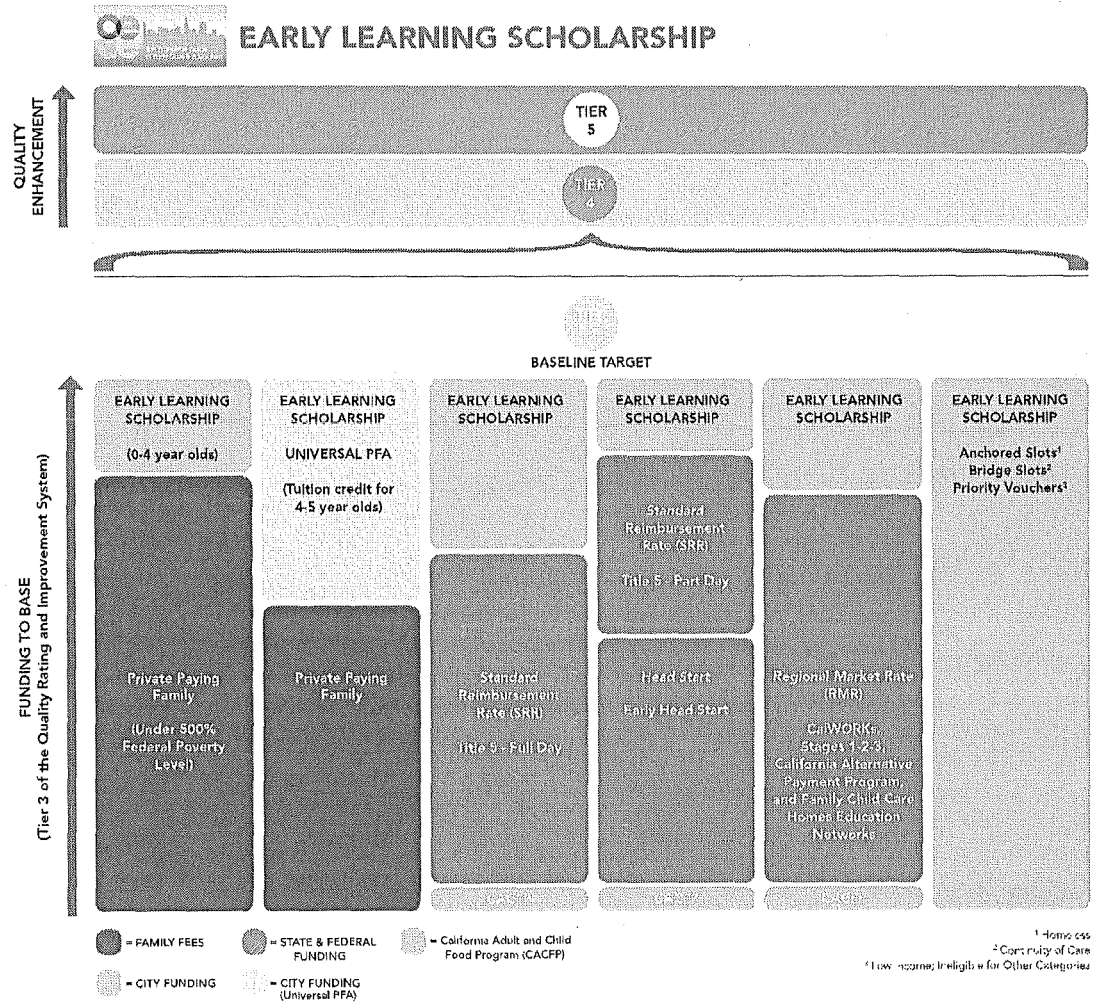
These guidelines provide general information. If further clarification or technical assistance is required, consult your HSA Office of Contract Management Contract Manager.

Attachment A

OECE CITYWIDE PLAN - EARLY LEARNING SCHOLARSHIPS							
USING AN EQUITY LENS TO FUND AND PROMOTE SCHOOL READINESS FOR TARGET POPULATIONS DEMONSTRATING LESS PREPAREDNESS FOR KINDERGARTEN							
ELS TYPE	Function	Purpose	ELS Rate	Eligibility	Enrollment Priorities	Need & Eligibility Recertification	Certifying Agency
ELS-GAP	Fills the gap to base rate of Tier 3* for state/federally funded children	Ensure all providers are paid a fair rate, which the state has failed to do	SRR/RMR less Tier 3 Rate = ELS GAP	Low-income families who meet state "Need & Eligibility" requirements and select a Tier 3-5* rated provider	Follows state enrollment requirements	State recertification requirements	State Contractor or Fiscal Intermediary
ELS-City	Provides fully funded Early Learning Scholarship	Targets resources to promote a birth-to-five ECE system through local vouchers and anchored slots	Tier 3 with differential** (Target Populations only)	Low-income families with at least one child under 3 years of age who select a Tier 3-5* rated provider	(1) Homeless Families (2) Other target populations (3) Low-income families	Annually	Fiscal Intermediary
ELS-Bridge	Provides continuity of care for local, state and/or federally subsidized families who lose eligibility	To ensure our local families can maintain their child's ECE experience for a minimum of one program year regardless of the parents' ability to maintain their subsidy eligibility	Same as previous	Subsidized families who lose their local, state and/or federal eligibility and continue receiving care with a Tier 3-5 rated provider*	Continuity Priorities: (1) Homeless families - Entry to kindergarten (2) Other target populations - Entry to kindergarten (3) Low-income/low-middle income families - Program year	Annually	Fiscal Intermediary
Target Populations:		African American, Latino, English Language Learners, Children w/Disabilities, Homeless, FCS					
Notes: * A "grace period" will be established for family child care providers who have not been rated or those with a QRIS rating below Tier 3 in order to allow time for them to achieve a Tier 3 or higher rating.							
**Tier 3 is currently being projected at 10% subject to funding availability.							

Attachment B

Early Learning Scholarship Enhanced Rates



Attachment C

Annual Reimbursement Rates by PFA Enrollment Category

Early Learning Scholarship Center Rates				
	Full Day, Full Year	Full Day, Part Year	Part Day, Full Year	Part Day, Part Year
Infant	\$27,496	\$19,560	\$15,123	\$10,758
Toddler	\$20,935	\$14,893	\$11,514	\$8,191
Preschooler	\$17,069	\$12,143	\$9,388	\$6,678
Early Learning Scholarship Head Start/Early Head Start Rates				
Infant	TBD	TBD	TBD	TBD
Toddler	TBD	TBD	TBD	TBD
Preschooler	TBD	TBD	TBD	TBD

Preschool for All Rates

Permit level of Lead Teacher in the Classroom	Preschool for All (9-month or 12 month)
Teacher Permit	\$ 4,950
Master Teacher Permit	\$ 5,750
Site Supervisor Permit	\$ 5,750
Program Director Permit	\$ 6,000

Annual Quality Grant Amounts:

This funding is an annual per child amount (calculated on subsidized enrollments) that is added to a center's OECE funding agreement if they are rated as Tier 4 or 5 on the QRIS.

One-Time, Per Child Amount	Tier 4	Tier 5
Infant/Toddler	\$ 300	\$ 330
Preschooler	\$ 200	\$ 220

Transition Funding:

There is no rate for Transition funding. The amount of transition funding per agency will not exceed the agency's projected loss under the new funding approach, as determined by OECE. Amounts will be negotiated with OECE. Transition funding is limited.

City and County of San Francisco



London N. Breed, Mayor

Human Services Agency

Department of Human Services
Department of Disability and Aging Services
Office of Early Care and Education

Trent Rhorer, Executive Director

December 9, 2019

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City and County of San Francisco
401 Van Ness, Room 308
San Francisco, CA 94102

RE: Second Modification of the grant with Wu Yee Children's Services for the provision of early care and education integrated services.

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which will authorize a second modification of the grant between the City and County of San Francisco and Wu Yee Children's Services for the amount of \$36,251,054, resulting in a total contract amount of \$75,810,088 for the period of July 1, 2017 to June 30, 2022.

The purpose of this modification is to provide for uninterrupted subsidized child care services to families and children currently being served. This requested funding will extend the contract term for an additional two years, as well as incorporate new addback funding from the Board of Supervisors. These new funds will provide for additional early care and education vouchers.

Because this action involves modification of over \$500,000 to a contract which, taken in totality, exceeds \$10,000,000, the Department is requesting approval from the Board of Supervisors in accordance with the Administrative Code.

Attached please find a copy of the proposed resolution. John Tsutakawa, HSA Director of Contracts, (415-557-6299) can provide further information. Please schedule this item for the earliest meeting possible, as this is a time sensitive matter. Please notify Mr. Tsutakawa when the matter has been processed

Thank you for your assistance.

Yours Truly,

Trent Rhorer, Deputy Director, for

Trent Rhorer
Executive Director

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2019 DEC -9 AM 10:35



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #:

191241

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
original	
AMENDMENT DESCRIPTION – Explain reason for amendment	
2. CITY ELECTIVE OFFICE OR BOARD	
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members
3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org
4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Elizabeth Leone	415-557-5727
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
045 Human Services Agency	elizabeth.leone@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Wu Yee Children's Services	TELEPHONE NUMBER 415.677.0100
STREET ADDRESS (including City, State and Zip Code) 827 Broadway St., SF, CA 94133	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (if applicable) 191241
DESCRIPTION OF AMOUNT OF CONTRACT 75,810,088		
NATURE OF THE CONTRACT (Please describe) Early Care & Education Early Learning Scholarships for Preschool		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Thomas	Sonya	Board of Directors
2	Wong	Irene	Board of Directors
3	Yu	Raymond	Board of Directors
4	Yuen	Richard	Board of Directors
5	Ziegler	David	Board of Directors
6	Delacruz	Raymond	Board of Directors
7	Donovan	Sharon	Board of Directors
8	Kuo	Christopher	Board of Directors
9	Ho	Carmen	Board of Directors
10	Marotta	Dean	Board of Directors
11	Lee	Albert	Board of Directors
12	Ngo	Catherine	Board of Directors
13	Weng	Sandra	Board of Directors
14	Yang	Cindy	Board of Directors
15	walters	Monica	CEO
16	Tao	Mark	CFO
17	Neumann	Mike	COO
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	DATE SIGNED
--	-------------